

FMC Org. No.: 024325  
Non-Vessel Operating Common Carrier

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Controlled Carrier Status: NONE

## TITLE PAGE

TARIFF NO. 001  
NRA Governing Rules Tariff  
NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS AND BREAKBULK  
BETWEEN  
U.S. PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)  
AND  
WORLD PORTS AND POINTS  
(AS SPECIFIED IN RULE 1-A)

FPS Famous Pacific Shipping B.V. d/b/a/ Famous Pacific Lines, is a Registered Non-Vessel Operating Common Carrier (NVOCC) with the Federal Maritime Commission (FMC), operating under FMC Organization No. 024325.

### 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”).

NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”**

The terms contained in the NRA writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for the shipment constitutes final acceptance by Shipper or Consignee of the NRA offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC. NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking of the cargo. For any pass-through charge for which a specific amount is not included in the NRA or the rules tariff, the NVOCC may invoice the shipper for charges the NVOCC incurs, with no markup. The NRA may list the additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the NVOCC’s rules tariff.

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## Tariff Rule Information

### TARIFF DETAILS

Tariff Number:	001
TARIFF TITLE:	NRA GOVERNING RULES TARIFF
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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.

### FMC ORGANIZATION INFORMATION

ORG NUMBER:	024325
NAME:	FPS FAMOUS PACIFIC SHIPPING B.V.
TRADE NAME: TYPE:	FAMOUS PACIFIC LINES NON-VESSEL OPERATING COMMON CARRIER
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## Tariff Rule Information

FMC ORG. NO. 024325

FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 029080-0001- Between (US and World)  
AMENDMENT NO.: 0  
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## Tariff Rule Information

FMC ORG. NO. 024325

FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 029080-001- Between (US and World)  
AMENDMENT NO. 0

Rule 1:

Scope

**Effective: 1DEC2021**

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

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

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

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

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

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

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

### GREAT LAKES BASE PORTS

Includes Chicago, IL

### SUBSTITUTED SERVICE AND INTERMODAL SERVICE

#### A. SUBSTITUTED SERVICE

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

#### B. INTERMODAL SERVICE

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

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

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FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 029080-001- Between (US and World)  
AMENDMENT NO. 0

Rule 1-A:

Worldwide Ports and Points

**Effective: 1DEC2021**

**Expire Date: None**

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

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 1-B:	Intermodal Service

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2:	Notice to Tariff Users

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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 exclusive use of Negotiated Rate Arrangements (“NRAs”).

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

c. Carrier’s Rules are provided free of charge to Shipper and Consignee at [www.fpsrtm.com](http://www.fpsrtm.com) containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of Carrier.

d. Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”**

e. The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through.

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

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2A:	Application of NRAs and Charges

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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

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

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

expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

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

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

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

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

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

4. NRAs do not include Marine Insurance or Consular fees.

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

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

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

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

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

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

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

#### 11. TYPES OF SERVICE PROVIDED

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

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

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

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

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

## 12. SERVICE OPTIONS:

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

Container Yard (Y)

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

Container Freight Station (S)

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

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

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

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

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

IPI Service, from Asia to USA

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

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

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

RIPi Service, from Asia to USA

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

## 13. ADVANCED CHARGES

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-010:	Packing Requirements

**Effective: 1DEC2021**

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1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless it is packed in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.



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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-020:	Diversion By Carrier

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-030:	Mixed Commodity Rates

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-040:	Container Capacity

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-050:	Shipper Furnished Containers

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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

D. Shipper will be required by the carrier to submit documentary evidence of ownership or lease holder ship of the container offered for shipment.

## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-060:	Measurement And Weight

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.

In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-070:	Overweight Containers

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of the cargo.

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 2-080:	Shipper's Load And Count	
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b>	<b>Published: 1DEC2021</b>

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 cloused, and:

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

Carrier will not be directly or indirectly responsible for:

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

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

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 2-090:	Diversion of Cargo (By Shipper or Consignee)	
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b>	<b>Published: 1DEC2021</b>

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

### A. Definition of Diversion:

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

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.

6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-100:	Security Fees

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-110:	Restricted Articles

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-120:	Freight All Kinds (FAK)

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-130:	Alternate Rate/Service Levels: Economy, Regular, Premium
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b> <b>Published: 1DEC2021</b>

Different levels of Service may be offered by the Carrier. Unless otherwise specified in the individual NRA, NRA's are applicable for Regular Service.  
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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-140:	AES USA Export Shipments
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b> <b>Published: 1DEC2021</b>

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to ensure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the B/L.  
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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-150:	Documentation Fee
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b> <b>Published: 1DEC2021</b>

Document fees are considered origin and destination local charges and shall be for the account of the cargo.  
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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-160:	AMS Processing Fee
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b> <b>Published: 1DEC2021</b>

Except as otherwise specifically provided in individual NRAs, all Shipments are subject to the U.S. Manifest Processing Fee specified below in addition to all other applicable charges named herein:  
\$ 40.00 per B/L

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess the Correction Fee for the account of the Shipper-Merchant in addition to all other applicable charges: \$ 40.00 per B/L or as otherwise specifically provided in individual NRAs.  
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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-170:	Submission of Cargo Declaration Data
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b> <b>Published: 1DEC2021</b>

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

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

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').

3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

4. Internationally recognized hazardous material code when such materials are being shipped.

5. Seal numbers for all seals affixed to the container.

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

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

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

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

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

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

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

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited

to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

#### E. INDEMNIFICATION OF CARRIER.

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

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of the Shipping Act of 1984, as amended, 46 U.S. § 41103 (a) (1) and (2), will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-180:	U.S. Customs Related Charges

**Effective: 1DEC2021**

**Expire Date: None**

**Published: 1DEC2021**

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

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-190:	Lien Notice

**Effective: 1DEC2021**

**Expire Date: None**

**Published: 1DEC2021**

The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or in route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. The carrier's general lien shall be in addition to any other rights the carrier has or may acquire under other agreements and/or applicable law, and carrier's general lien shall survive delivery or release of any specific property of the shipper, consignee and merchant as defined in carrier's bill of lading.

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-200:	Cargo Roll-Over Fee

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 2-210:	Free Time Detention / Demurrage / Storage

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

The term “Demurrage” indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier’s load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier’s containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term “Detention” (includes Tank Demurrage) indicates a charge for the use of equipment. The term “Free time” indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such Merchant, shipper, consignee or holder of a relevant bill of lading (“holder”). The “Merchant” as defined by the carrier’s bill of lading and shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the cargo.

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 3:	Rate Applicability Rule

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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.

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FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 4:	Heavy Lift

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

Not Applicable.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 5:	Extra Length

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

Not Applicable.



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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 6:	Minimum Bill of Lading Charges	
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b>	<b>Published: 1DEC2021</b>
Any applicable bill of lading charge shall be for the account of the cargo and may be included in the individual NRA, if any.		
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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 7:	Payment of Freight Charges	
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b>	<b>Published: 1DEC2021</b>

### A. CURRENCY

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

### B. PAYMENT IN U.S. DOLLARS

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

### C. METHODS OF PAYMENT

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

### D. PREPAID FREIGHT

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

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

### E. FREIGHT COLLECT

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

### F. CURRENCY CONVERTABILITY:

#### 1. Conversion Provisions:

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 8:	Bill(s) of Lading Terms and Conditions	
<b>Effective: 1DEC2021</b>	<b>Expire Date: None</b>	<b>Published: 1DEC2021</b>

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

### 1. 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 Shipper, the consignees, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or any person acting on behalf of any of the above-mentioned persons.

"Goods" include the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

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

“Container” Includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate, goods.

“Carriage” means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

“Combined Transport” arises where the Carriage called for by this Bill of Lading is not a Port to Port Shipment.

“Port to Port Shipment” arises where the Place of Receipt and the Place of Delivery are not indicated on the front of the Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.

“Hague Rules” means the provisions of the international Convention for Unification of certain Rules relating of Bills of Lading signed at Brussels on 25<sup>th</sup> August 1924.

“Hague-Visby Rules” means The Hague Rules as amended by the Protocol signed at Brussels on 23<sup>rd</sup> February 1968

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16<sup>th</sup> April 1936.

“COGWA” means the Carriage of Goods by Water Act 1936 of Canada.

“Charges” includes freight and all expenses and money obligations incurred and pay-able by the Merchant.

“Shipping Unit” Includes freight unit and the term “unit” as used in the Hague Rules and Hague-Visby Rules.

“Person” includes an individual, a partnership, a body corporate or other entity. “Stuffed” includes filled, consolidated, packed, loaded or secured.

## **2. CARRIER’S TARIFF**

The provisions of the Carrier’s applicable Tariff, if any, are incorporated herein Copies of such Provisions are obtainable from the Carrier or his against upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

## **3. WARRANTY**

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

## **4. NEGOTIABILITY AND TITLE TO THE GOODS**

- (1) This bill of lading shall be non-negotiable unless made out “to order” in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
- (2) This Bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

## **5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS**

- (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
- (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier’s servants or agents, any independent contractor and his servants or agents, and all Carrier’s servants or agents, any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

- (3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.
- (4) The defences and limits of liability provided for in the Bill of lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

6. **CARRIER'S RESPONSIBILITY**

(1) **CLAUSE PARAMOUNT**

- (A) Subject of clause 13 below, this Bill of lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules Compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislations shall be deemed to include reference to inland waterways, if and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6(3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.
- (B) The carrier shall be entitled to ( and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights conferred or authorised by any applicable any provisions or sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel (S) on which the Goods are carried.

(2) **PORT TO PORT SHIPMENT**

The responsibility of the Carrier is limited to that part of the Carriage form and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole carriage have been charged by the Carrier, The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Merchant with others for transport, storage, handling or any other service in respect of the Goods prior to loading and act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into terms in this bill of Lading.

(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 of delivery to the extent set out below:

- (A) Where the stage of Carriage where the loss or damage occurred cannot be proved:
  - (i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislation that would have been applied under 6(I) (A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA If this Bill of Lading is subject to U.S. or Canadian law respectively).
  - (ii) Where under (i) above, the Carrier is not liable to the extent that those factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.
  - (iii) Subject to 6 (4)(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (Such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US\$2.00 per kilo of the gross weight of the Goods, lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.
  - (iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.
- (B) Where the stage of Carriage where the loss or damage occurred can be Proved:
  - (i) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions.

- (a) Cannot be departed from by private contact to the detriment of the Merchant, and
- (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss of damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
- (ii) With respect to the transportation in the United States of America or in Canada to Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall to be procure transportation by carriers (one of more) and such transportation shall be subject to the inland carrier's contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carrier's obligations under their contracts and tariffs;
- (iii) Where neither (i) or (ii) above apply, any liability of Carrier shall be deter minded by 6(3)(A) above.

**(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 howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the \*event stage of the transport.

**(B) Package or Shipping Unit Limitation**

Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500 and according to COGWA is Can \$500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.

**(C) Ad Valorem: Declared Value of Package or Shipping Unit**

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rate the basis of such declared value.

**(D) Definition of Package or Shipping Unit**

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit.

The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation 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.

**(E) Rust, etc.**

It is agreed that superficial rust, oxidation or any like condition 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 rust, oxidation or the like did not exist on receipt.

**(F) Notice of Loss or Damage**

The Carrier shall be deemed prima fade 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 have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into 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.

**(G) Time-bar**

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within twelve months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

## **7. MERCHANTS RESPONSIBILITY**

(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 that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks numbers and value are 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 withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any properly or person whatsoever shall be tendered to the Carrier for Carriage without the Merchant's express consent in writing and without the Container or other covering in which the 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 are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

(5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

## **8. CONTAINERS**

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms 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, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant.

(A) The Carrier shall not be liable for loss of or damage to the Goods.

(i) Caused by the manner in which the Container has been stuffed;

(ii) Caused by the unsuitability of the Goods for carriage in Containers;

(iii) caused by the unsuitability 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 unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the 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.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

## **9. TEMPERATURE CONTROLLED CARGO**

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filing in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container,

provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

#### **10. INSPECTION OF GOODS**

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

#### **11. MATTERS AFFECTING PERFORMANCE**

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whomsoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

(A) Without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease;

(B) Without prejudice to the Carrier's right subsequently to abandon the Carriage under

(A) Above, continue the Carriage.

In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(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 or authority.

#### **12. 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 cony the Goods on any vessel whether named on the front hereof or not transfer the Goods from one conveyance to another including trans-shipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or an behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

#### **13. DECK CARGO (AND LIVESTOCK)**

(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-vis Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for Ices or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier install and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

#### **14. DELIVERY OF GOODS**

If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place 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 from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof

ashore, afloat, in the open or under cover at the sole 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 cease.

#### **15. BOTH-TO-BLAME COLLISION**

If the vessel on which the Goods are carried (the Carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

#### **16. GENERAL AVERAGE**

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIM CO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on 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 steps whatsoever to collect security for General Average contributions due to the Merchant.

#### **17. 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 true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

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

#### **18. LIEN**

The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

#### **19. VARIATION OF THE CONTRACT**

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

#### **20. PARTIAL INVALIDITY**

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

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## Tariff Rule Information

FMC ORG. NO. 024325      FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 024325-001- Between (US and World)  
AMENDMENT NO. 0  
Rule 9:      Freight Forwarder Compensation

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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

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

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

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

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

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

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

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

H. Freight Forwarder Compensation shall be as specified in each individual NRA, if any.

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## Tariff Rule Information

FMC ORG. NO. 024325      FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 024325-001- Between (US and World)  
AMENDMENT NO. 0  
Rule 10:      Surcharges, Assessorial and Arbitraries

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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## Tariff Rule Information

FMC ORG. NO. 024325      FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 024325-001- Between (US and World)  
AMENDMENT NO. 0  
Rule 11:      Minimum Quantity Rates

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

Carrier may charge minimum quantity rates in each individual NRA.

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## Tariff Rule Information

FMC ORG. NO. 024325      FPS FAMOUS PACIFIC SHIPPING B.V.  
NRA RULES TARIFF NO. 024325-001- Between (US and World)  
AMENDMENT NO. 0  
Rule 12:      Ad Valorem Rates

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 13:	Transshipment	
Effective: 1DEC2021	Expire Date: None	Published: 1DEC2021
Not Applicable.		

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 14:	Co-Loading in Foreign Commerce	
Effective: 1DEC2021	Expire Date: None	Published: 1DEC2021

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

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

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## Tariff Rule Information

FMC Org. No. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World)	
AMENDMENT NO. 0		
Rule 15:	Open Rates in Foreign Commerce	
Effective: 1DEC2021	Expire Date: None	Published: 1DEC2021

Not Applicable.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0	
Rule 16:	Hazardous Cargo	
Effective: 1DEC2021	Expire Date: None	Published: 1DEC2021

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

1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;

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

4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.

5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.

6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

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

A. U.S. Coast Guard Regulations (46 CFR §§146-179);

B. U.S. Department of Transportation Regulations (49 CFR §§170-179);

C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization);

D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;

E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;

F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.

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

A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials.

B. The hazardous class, IMCO Code Number and UN Number (if any).

C. The flash point or flash point range (when applicable);

D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);

E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);

F. The number of pieces of each type of package.

G. The gross weight of each type of package or the individual gross weight of each package.

H. The Harmonized Code, SITC or BTN number of the commodity.

I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.

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

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

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

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 17:	Free Time and Demurrage

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 18:	Returned Cargo in Foreign Commerce

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 19:	Shippers Requests in Foreign Commerce

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 20:	Overcharge Claims

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

A. Bill of Lading Commodity Description

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

B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the

Shipping Act of 1984. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of the cause of action occurs.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 21:	Use of Carrier Equipment

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 22:	Automobile Rates in Domestic Offshore Commerce

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

Not Applicable.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 23:	Carrier Terminal Rules and Charges

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 23-01:	Destination Terminal Handling Charges (DTHC)

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 24:	NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 1DEC2021**      **Expire Date: None**      **Published: 1DEC2021**

### A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 21(a)(3) 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: Southwest Marine and General Insurance Company

### B. Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is:

Registered Agent Solutions, Inc.

1701 Directors Blvd. Suite 300

Austin, TX 78744

Attention: Ricardo Orozco, Vice President

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 than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 25:	Certification of Shipper Status in Foreign Commerce

**Effective: 1DEC2021      Expire Date: None      Published: 1DEC2021**

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

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR §§ 520 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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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 26:	Reserved for Future Use

**Effective: 1DEC2021      Expire Date: None      Published: 1DEC2021**

Reserved for future use

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 27:	Loyalty Contracts in Foreign Commerce

**Effective: 1DEC2021      Expire Date: None      Published: 1DEC2021**

Not Applicable.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 28:	Definitions

**Effective: 1DEC2021      Expire Date: None      Published: 1DEC2021**

### AW – all water

**CARRIER** - means publishing carrier, and as defined in Carrier's Bill of Lading.

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

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

**PDP** – prior day pick up

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

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

**PUBLISHING CARRIER** - means FPS FAMOUS PACIFIC SHIPPING B.V., dba Famous Pacific Lines, a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 024325.

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

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

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

**REVENUE TON** – means 1,000 kilos or 1 cubic meter as freight charges are assessed.

**SOC** – Shipper Owned Container

**TLI** – Tariff Line Item

**SOTC** – Shipper Owned Tank container

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

**THC** – Terminal Handling Charge

**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.

**VOCC** – Vessel Operating Common Carrier

**WORKING DAY** – means each calendar day, excepting Saturday, Sunday and Holidays, between 8:00 AM and 5:00 PM.

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 29:	Abbreviations, Codes & Symbols

**Effective: 1DEC2021** **Expire Date: None** **Published: 1DEC2021**

### EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	CM	Centimeter
AI	All Inclusive	CU	Cubic
BF	Board Foot or Board Feet	CWT	Cubic Weight
B/L	Bill of Lading	CY	Container Yard
BAF	Bunker Adjustment Factor	D	Door
BM	Board Measurement	DDC	Destination Delivery Charge
C	Change in tariff Item	E	Expiration
CAF	Currency Adjustment Factor	ET	Essential Terms
CBM, CM or M3	Cubic Meter	Etc	Et Cetera
CC	Cubic Centimeter	FAK	Freight All Kinds
CFS	Container Freight Station	FAS	Free Alongside Ship
CFT	Cubic Foot or Cubic Feet	FB	Flat Bed
CLD	Chilled	FCL	Full Container Load

FEU	Forty Foot Equivalent Unit	NSA	NVOCC Service Arrangements
FI	Free In	NHZ	Non-Hazardous
FIO	Free In and Out	NOS	Not otherwise specified
FIOS	Free In, Out and Stowed	OT	Open Top
FO	Free Out	P	Pier
FOB	Free On Board	Pkg	Package or Packages
FMC	Federal Maritime Commission	PRC	People's Republic of China
FR	Flat Rack	PRVI	Puerto Rico and U.S. Virgin Islands
Ft	Feet or Foot	R	Reduction
GOH	Garment on Hanger	RE	Reefer / Refrigerated
H	House	R/T	Revenue Ton
HAZ	Hazardous	RY	Rail Yard
I	New or Initial Tariff Matter	SL&C	Shipper's Load and Count
K/D	Knocked Down	Sq. Ft	Square Foot or Square Feet
KDF	Knocked Down Flat	S/T	Short Ton (2000 lbs.)
Kilos	Kilograms	SU or S/U	Set Up
K/T	Kilo Ton	TEU	Twenty Foot Equivalent Unit
LCL or LTL	Less than Container Load	THC	Terminal Handling Charge
LS	Lumpsum	TRC	Terminal Receiving Charge
L/T	Long Ton (2240 Lbs)	USA	United States of America
M	Measure	USD	United States Dollars
Max	Maximum	VEN	Ventilated
MBF or MBM	1,000 Feet Board Measure	VIZ	Namely
Min	Minimum	VOL	Volume
MM	Millimeter	W	Weight
MQC	Minimum Quantity Commitment	W/M	Weight/Measure
N/A	Not Applicable		
NRA	Negotiated Rate Arrangements		

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001- Between (US and World) AMENDMENT NO. 0
Rule 30:	Access to Tariff Information

**Effective: 1DEC2021**                      **Expire Date: NONE**                      **Published: 1DEC2021**

This tariff is published on the Internet web site of FPS Famous Pacific Shipping B.V. at: [www.fpsrtm.com](http://www.fpsrtm.com).

Interested parties should contact Mr. Paul Brands by email at: [paul@fpsrtm.com](mailto:paul@fpsrtm.com) concerning access to Carrier's tariff.

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

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## Tariff Rule Information

FMC ORG. NO. 024325	FPS FAMOUS PACIFIC SHIPPING B.V. NRA RULES TARIFF NO. 024325-001 AMENDMENT NO. 0
Rule 31:	Container Weight Regulations (SOLAS)

**Effective: 1DEC2021**                      **Expires: NONE**                      **Published: 1DEC2021**

1. Upon tender of cargo to Carrier Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo.

2. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM.

3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. In the event that Carrier agrees to provide this service Carrier shall charge Shipper a VGM fee as stated in each individual NRA.

4. VGM's provided by the Shipper to Carrier shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing

all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.

5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the SOLAS requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided.

6. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that do not easily lend themselves to individual weighing of the items to be packed in the container"

7. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.

8. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the load port has appropriate weighing facilities, all charges, fees, and or penalties with respect to weighing subject container shall be for the account of the Shipper.

9. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines do not require such re-weighing.

10. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities and are subject to all weight regulations herein.

11. Shipper shall be responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs provided by Shipper and/or third parties, or for any other reason whatsoever, including demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS.

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## Tariff Rule Information

FMC ORG. NO. 024325-

FPS FAMOUS PACIFIC SHIPPING B.V.

NRA RULES TARIFF NO. 001

AMENDMENT NO. 0

Rule 32:

NVOCC SERVICE ARRANGEMENT (NSA)

Effective: 1DEC2021

Expires: None

Publish: 1DEC2021

Pursuant to 46 CFR § 531.4, Carrier hereby give public notice in tariff format that it may also be exempted from the FMC's rate publication requirements by entering NSAs with one or more shippers.

## Tariff Rule Information

FMC ORG. NO. 024325-001:

FPS FAMOUS PACIFIC SHIPPING B.V.

NRA RULES TARIFF NO. 001

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Rule 32-100

Reserved for Future Use

Effective: 1DEC2021

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Rule 32-100 reserved for future use.

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End of Rules Text

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