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1.1 GENERAL RULES

1.1.1 GENERAL PREAMBLE

The Tariff covers goods accepted for carriage on board any vessel belonging to, operated or space chartered by the Carrier The tariff also provides terms and conditions for inland operations and feeder services associated with the combined container transport concept.

These Tariff Terms and Conditions are subject to` the terms and conditions of the Carrier's Bill of Lading applying at the date of acceptance of the goods. They are subject to amendments published from time to time.

1.1.2 AREAS SERVED

This Tariff with its incorporated term and Conditions applies to and governs the carriage of cargo: -

EASTBOUND

From : Points in Europe served through ports in: -	To: Points in the Asia served through ports in : -
Austria	Hong Kong
Belgium	Japan
Denmark	South Korea
Finland	Malaysia
France	Philippines
Germany	Australia
Holland	Singapore
Public of Ireland	Taiwan
Norway	Thailand
Poland	Indonesia
Sweden	India
United Kingdom	Sri Lanka
Spain	Bangladesh
Portugal	People's Republic of China
Egypt	Cambodia
Russia	Myanmar
Switzerland	Pakistan
Czech Republic	Vietnam
Slovakia	Bahrain
Lithuania	Kuwait
Luxemburg	Oman
Italy	Saudi Arabia
Estonia	United Arab Emirates
Hungary	
Greece	
Turkey	
Israel	
Algeria	
Morocco	
Tunisia	

WESTBOUND

From : Points in the Asia served through ports in :-	To : Points in Europe served through ports in : -
Hong Kong	Austria

Japan	Belgium
South Korea	Denmark
Malaysia	Finland
Philippines	France(Dunkirk to
Australia	St. Nazaire)
Singapore	Germany
Taiwan	Holland
Thailand	Republic of Ireland
Indonesia	Norway
India	Poland
Sri Lanka	Sweden
Bangladesh	United Kingdom
People's Republic of China	Spain
Cambodia	Portugal
Myanmar	Egypt
Pakistan	Russia
Vietnam	Switzerland
Bahrain	Czech Republic
Kuwait	Slovakia
Oman	Lithuania
Saudi Arabia	Luxemburg
United Arab Emirates	Italy
Australia	Estonia
	Hungary
	Algeria
	Morocco
	Tunisia
	Greece
	Turkey
	Israel

1.1.3 TERMINOLOGY AND ABBREVIATIONS

Carrier

Hanjin Shipping Co., Ltd.

Carrier Haulage

The inland transport service which is offered by the Carriers under the Terms and Conditions of this tariff and the Carrier's Bill of Lading.

Commodity Box Rate

A rate applied per container for a single commodity for FCL/LCL, FCL/FCL, and LCL/FCL shipments.

Container

Denotes an item of equipment , so defined by the International ,Standards Organization, for the carriage of cargo by the transport services covered by this tariff. These containers are provided by the Carrier, but Merchant supplied containers may also be accepted by the Carrier subject to the provisions of this tariff.

Container Freight Station (CFS)

An facility at which LCL traffic is received from the Merchant by or on behalf of the Carrier for packing into a container and/or at which LCL traffic is delivered by or on behalf of the Carrier to the Merchant after unpacking from a container

Container Yard

An facility at which FCL traffic and empty containers are received from or delivered to the Merchant by or on behalf of the Carrier.

Date of Availability

Date on which cargo is available for collection by Merchants at a CFS or CY, Date of availability: is also used as a commencing point for calculating free storage time at a CFS or CY.

Demurrage

Demurrage is the charge incurred when a container with cargo or cargo devanned from a container is held at Carrier's origin/destination port/CY or CFS beyond the permitted freetime as stipulated in this tariff rule.

Detention

Detention is the charge for extended use of HJS's equipment when a shipper/consignee or its agent removes a container from Carrier's origin/destination container yard/terminal to the shipper/consignee's place of business, and does not return the loaded/empty containers to the container yard/terminal or to another Carrier designated location within the permitted free time as stipulated in this rule

Empty Container Depot(ECD)

A designated place, other than CY or CFS, from which empty containers may be drawn from the Carrier for Merchant Haulage: to which Merchants may return empty containers to the Carrier under Merchant Haulage. It must be understood that no cargo whatsoever shall be handled, received or delivered at such ECD'S.

FCL : Full Container load

CY/CY

A container load of cargo, the Merchant being responsible for packing and unpacking the container.

CY/CFS

A container load of cargo which the Merchant is responsible for packing into the container and the Carrier is responsible for unpacking from the container.

Freight Ton

A unit for freighting cargo according to weight and/or cubic measurement.

Goods

The cargo accepted from the Shipper, including any container, flat, pallet or similar transit appliances not provided by the Carrier.

LCL (Less than Container Load)

The quantity of freight which is less than that required for the application of Commodity Box Rate, loose freight

CFS/CFS

Cargo in any quantity for carriage in a container, the Carrier being responsible for packing and unpacking the container.

CFS/CY

A shipment of cargo which the Carrier is responsible for packing into the container and the Merchant is responsible for unpacking from the container.

LCL Service Charge

The charge (or total of charges) payable by the Merchant for: -

- (a) Receipt of export LCL goods at the CFS by the carrier and for their subsequent storage and handling in accordance with carrier's instructions.
- (b) Receiving import LCL goods from the Carrier and for their storage and handling before release to the Merchant.
- (c) Associated documentation arising from (a) and (b).

Measurement

A ton of one cubic metre.

Merchant

For cargo carried under the terms and conditions of this tariff and the Carrier's Bill of Lading, means any trader or persons (reg Shipper, Consignee and including anyone acting on the Merchant's behalf), owing or entitled to possession of the goods, or of the Bill of Lading.

Merchant Haulage

Inland transport of cargo in containers arranged by the Merchant. It includes empty container moves to/from hand-over points in respect of containers released by the Carrier to Merchants. Carrier's responsibility under the Bill of Lading does not include the inland transit legs under Merchant Haulage.

Multiple Bills of Lading

The term used to describe a series of Bills of Lading issued on a part cargo basis, covering all the goods in a single FCL container.

Terminal

The wharf, dock or berth at which containers are loaded into or discharged from the carrying vessel.

Terminal Handling Charge

A charge payable by Merchants for:-

- (a) The Carrier receiving and storing export containerized cargo/cargo for containerization at the Terminal and presenting it to the vessel for loading.
- (b) The Carrier receiving from the vessel, import containerized cargo and arranging its storage at the Terminal and movement from the Terminal.
- (c) Associated documentation arising from (a) and (b) above.

Weight Ton

A ton of 1000 kilos.

Inland Haulage Rate

The Inland Haulage Rate is the rate under Carrier Haulage, for which the Carrier will undertake the haulage of goods or containers, between either the place of receipt or the place of delivery and the Carrier's appropriate Terminal. Such haulage will be undertaken only subject to the Term and Conditions of this tariff and of the Carrier's Combined Transport Document.

LIST OF ABBREVIATIONS

Ad Val.	Ad Valorem
B/L	Bill of Lading
BAF	Bunker Adjustment Factor
bdle(s)	Bundle(s)
C	Celsius (Centigrade)
CAF	Currency Adjustment Factor
cbm	Cubic Metre
CBR	Commodity Box Rate
CFS	Container Freight Station
cm(s)	Centimetre(s)
CY	Container Yard
dia.	Diameter
ea.	Each
F.	Fahrenheit
FEU	40 Foot Equivalent Unit
FP	Flashpoint
fob	Free on Board
firt ton	Freight Ton
IMDG	IMCO international Maritime Dangerous Goods (Code)
IMO	Inter-Governmental Maritime Organisation
incl.	Including

ISO	International Standards Organisation
kgs	Kilograms
m	Metre
M	Measurement
max.	Maximum
min.	Minimum
mm	Millimetre(s)
n/e	Not Exceeding
NOE	Not Otherwise Enumerated
NOS	Not Otherwise Specified
pkg(s)	Packages
ptw	Per Ton Weight
TEU	20 Foot Equivalent Unit
THC	Terminal Handling Charge
W	Weight
W/M	Weight/Measurement
%	Percent

1.2 BILLS OF LADING

1.2.1 GENERAL TERMS

The tariff terms and conditions are subject to those of the Carrier's Bill of Lading, applying at the date of acceptance of the goods. Non-negotiable Way Bills are issued at Carrier's discretion.

1.2.2 BILL OF LADING DESCRIPTION

(a) CY/CY and CY/CFS Shipments

In the case of Merchant packed containers, the Bill of Lading description of the cargo will be along the following lines:

‘Shipper’s Load & Count’

'.....container(s) No(s)said to contain'

(b) LCL and Uncontainerable Shipments

When shippers wish the number of items or pieces contained in individual packages (bundles, bales, cartons, cases etc.) to be shown, Bills of Lading will be issued for '..... Packages said to containitems/pieces'.

1.2.3 COMBINED SHIPMENTS UNDER ONE BILL OF LADING

(a) Combined shipments from one shipper to one consignee of:

(i) FCL/FCL and FCL/LCL from different inland places of receipt, or

(ii) FCL containers and LCL cargo, or

(iii) FCL and/or LCL and Uncontainerable cargo

may be effected under a single Bill of Lading subject to the following conditions:

(b) Shipment is effected from one port of loading

(c) CY/CY and CY/CFS

This cargo at each place of acceptance must be FCL. Individual places of receipt of the containers will be recorded in the Bill of Lading, All containers/cargo covered by the Bill of Lading must be for delivery at one and the same CY and/or CFS.

(d) FCL Combined with LCL

containers/cargo must be delivered to the Carrier's CY/CFS at one port of loading (in UK appropriate CY/CFS area and will be released at one port of destination (in the UK, appropriate CY/CFS area).

(e) FCL and/or LCL Combined with Uncontainerable Cargo

FCL or LCL cargo must be delivered to the Carriers CY/CFS and breakbulk cargo delivered alongside the vessel at one Port of Loading. The cargo will be released at one port of destination.

(f) Wheresoever available, Carrier Haulage for the FCL cargo may be offered.

(g) The individual numbers of FCL containers and the separate measurements / weights of LCL and Uncontainerable cargo will be indicated clearly in the Bill of Lading together with the places of receipt if different. The LCL cargo will not be subject to minimum ocean freight charge; it will however be subject to

minimum LCL service charge. The break bulk cargo will not be subject to minimum ocean freight charge.

(h) The facility of Multiple Bills of Lading i.e. covering part cargoes in an FCL container, will be available at Carrier's discretion on: -

FCL/FCL and FCL/LCL shipments from different places of acceptance.

in all other respects the tariff provisions will apply as though separate Bills of Lading had been issued from each place of receipt.

1.2.4 HITCHMENT (LINKED) BILLS OF LADING COVERING MORE THAN ONE PORT OF LADING / PLACE OF RECEIPT

The following arrangement applies for shipments:-

If requested by Shippers and at the discretion of the Carrying Line, Cargo from different loading ports / place of receipt and destined for one of destination, may be included in one Bill of Lading subject to the following conditions:-

(a) The Bill of Lading is dated and released only after the total Bill of Lading quantity has actually been loaded on board.

(b) The Bill of Lading must include full details, container numbers, weight/measurements as appropriate and a clear indication of individual places of receipts/ports of shipment at which each parcel has been received/shipped

Only one Shipper and one Consignee to be shown in the Bill of Lading.

CAF and other charges should be stipulated separately

All the Tariff provisions shall apply as though separate Bills of Lading had been issued from each place of receipt/port of loading. In respect of minimum ocean freight on LCL and break bulk cargo the following will apply:-

(a) Hitchment B/L with LCL or Uncontainerable cargo but with no FCL, LCL or Uncontainerable minimum freight will be charged per each place of receipt / port of loading where the quantity loaded is below minimum freight level

(b) Hitchment B/L with LCL or break bulk cargo and FCL

One hitchment Bill of Lading may cover :-

- (i) LCL (or Uncontainerable) minimum quantity loaded at one port / place of receipt and FCL loaded at another port / place of receipt.

A minimum would apply on the LCL (or break bulk) cargo (LCL cargo also subject to minimum LCL Service charge)

- (ii) LCL (or break bulk) minimum quantity plus FCL loaded at one port / place of receipt, and further consignment loaded at another port / place of receipt.

The minimum would not apply on the LCL (or break bulk) cargo 9but LCL cargo subject to minimum LCL Service charge)

Cargo accepted for shipment from one port cannot be combined in the same container with cargo accepted for shipment from other ports. FCL, LCL and uncontainerable cargo can be accepted in one hitchment Bill of Lading. Delivery of FCL and LCL cargo must be at one and the same CY and/or CFS

1.2.5 DATING

Received for shipment Bills of Lading will be issued and dated not earlier than the date of acceptance of the goods by the Carrier.

Shipped Bills of Lading ("Laden on board the vessel" endorsements) will be issued and dated not earlier than the date of commencement of lading of the ocean or feeder vessel.

1.2.6 MULTIPLE BILLS OF LADING

1.2.6.1 Definition

When Bills of Lading cover part cargoes in one container, the full series of Bills of Lading for all the cargo in the container is known as "Multiple Bills of Lading".

1.2.6.2 General Conditions

Freight for all B/L within a multiple set must be either prepaid or collect.

Each set of multiple Bills of Lading will be claused:

"One of..... part cargoes in this container."

No individual Bill of Lading will be subject to minimum freight.

1.2.6.3 Special Conditions CY/CY

Each set of Bills of Lading will show one and the same Shipper, one and the same place of receipt, one and the same place of delivery and one and the same Consignee.

Multiple Bills of Lading shown "to order" may be issued in respect of CY/ CY shipments on the understanding that Consignees, when declared, will be one and the same. However, in the event that different Consignees are declared the contents of the container(s) will be regarded as CFS delivery cargo.

1.2.6.4 Special Conditions CY/CFS

When Goods have been packed into the container not in the presence of an Inspector in accordance with rule 1.4.2, each set of Bills of Lading will be claused:-

"The Goods detailed herein are said to comprised part of the contents of the container indicated. If the carrier is required to deliver the goods to more than one Merchant and if all or part of the total cargo within the container consists of bulk goods or unappropriated goods or becomes mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to goods within the container shall take delivery thereof(including any damaged portion thereof) and bear any shortage thereof in such proportions as the carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder."

Each set of Bills of Lading must show the same Shipper the same place of acceptance and the same place of delivery

1.3 CONSOLIDATION BY CARRIER - CFS/CY

A single Merchant must give the instructions to consolidate (hereafter called: "The Controlling Merchant").

1.3.1 THE CONTROLLING MERCHANT MUST NOTIFY THE CARRIER: -

(a)Which consignments are involved.

(b)Who is responsible for delivering them to the C.F.S.

(c) What action is required if there are goods in excess of the quantity that can be packed into the container.

(d) Who is responsible for paying L.C.L. Service Charges and any other charges due for C.F.S., documentary of official (e.g. Customs) services.

(e) Who is responsible for paying freight.

(f) To whom the Bills of Lading should be released.

1.3.2 THE CONTROLLING MERCHANT IS RESPONSIBLE FOR: -

(a) Payment of any freight or charges due but unpaid at the time delivery is offered.

(b) payments of all THC, Inland Haulage Freight and other F.C.L. charges incurred in the country of discharge and/or delivery.

(c) Surrendering to the Carrier either the appropriate Bills of Lading properly endorsed to his favour or Delivery orders to his favour for the complete contents of the container.

1.4 CARGO INSPECTION

The Carrier is entitled, but under no obligation to open any container and/or package in order to check its contents.

Inspection may take place at any time, at any place. The Merchant will be given reasonable notice of an intention to open and inspect any container or package and he will be entitled to be present or represented in the inspection. Goods under customs restraint will only be inspected with the consent of a Customs Officer.

Neither the carrier nor any of their employees or agents however will be liable for any alleged or actual shortage of contents of any container so opened and checked whether or not the Merchant is then represented.

The carrier may ask for such documentary evidence from Merchants in the view of the Carrier is sufficient verification of Merchants declarations and Merchants should produce such evidence.

The cost of the Cargo Inspection Service is borne by the Carrier. In the event of misdeclarations by the Merchant, the costs of inspection and any damages to the goods directly attributable to inspection are for the Merchants' account.

In the event of an error of invoicing by the Carriers or their Agents they shall be entitled to request payment from the Merchant of the amount undercharged.

1.5 PROPER TREATMENT AND MARKING OF NON-MANUFACTURED WOOD PACKING MATERIAL

(i) Compliance

All new or used, wood packing Material(WPM) used for shipment to any Europe countries and Korea has to be treated and marked as per emergency measures adopted by the European Commission or the European Communities, and/or Korea National Plant Quarantine Service (WPM regulations) .

Any expense involved with Carrier's handling of shipments which do not comply with the WPM regulations (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing and restuffing of containers, and additional equipment costs) will be for the joint and several account of the Shipper, Consignee, and Cargo Owner.

In addition, the Shipper or Consignee, at its expense, shall arrange for the heat treatment or other treatment satisfactory to the Carrier of a container that does not comply with the WPM regulations, prior to returning the container to the Carrier. Any expense referred to in this paragraph shall be paid to the Carrier before release of the container to the Consignee.

(ii) Sole Responsibility of Shipper and Consignee.

The Shipper and Consignee shall be solely responsible for any heat treatment or fumigation and marking of WPM destined for the EU and Korea that is required by the WPM regulations.

The Carrier shall not have any responsibility for treatment, fumigation, or marking logo of WPM and may not absorb the cost thereof. A Bill of Lading shall not contain a clause stating that the Carrier shall be responsible for treatment of WPM destined for the EU and Korea.

(iii) Remedies for Containers with untreated or improperly marked WPM.

If for any reason a container for which the WPM used is not properly treated or marked is loaded onboard the Carrier's vessel, and such container is denied entry into the EU/Korea and/ or is detained for inspection, destruction of WPM, or separation of WPM from the cargo, the Consignee shall arrange for all procedures required. Such procedures shall be at the expense and responsibility jointly and severally of the Shipper, Consignee and Cargo Owner. If EU permits the transportation of the cargo to the EU destination to be completed, or requires that the subject container be returned to origin, the Consignee shall be responsible to return the container to the Carrier or the applicable inland Carrier, at the expense of the Consignee, Shipper, or Cargo Owner.

(iv) Return of Containers to Origin.

If return of a container to origin is required because of failure to comply with the WPM regulations, the Carrier will transport the container to original port of loading on the next available sailing. All rates and charges for return of containers shall be the responsibility of the Consignee, Shipper and Cargo Owner and shall be prepaid before the containers are returned.

(v) Administrative Charge.

If a container is inspected, unloaded, re-exported, or otherwise detained by the competent authorities because the Merchant has failed to properly treat or mark the WPM used, the Merchant interest shall pay to Carrier an administrative charge of USD 200, in addition to all other charges under this rule.

(vi) Liability and Indemnification.

Shipper, Consignee and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or any other party, without regard to intent, negligence, or any other factor for: (i) Personal injuries or death, or damage to or loss of cargo or other property, during any time the container is being inspected or detained by EU authorities, or is being transported to or from such inspection or detention; (ii) any losses, damages, fines, penalties, costs (including attorney's fees), bonds, interest and any other sanctions imposed on Shipper, Consignee or Carrier as a result of Shipper's or Consignee's failure to comply in full with requirements of the EU Rules. If Carrier is required to pay an amount referred to in (i) and (ii) above, Shipper and Consignee shall be liable to indemnify Carrier in full for those amounts, including reasonable attorney's fees and costs related responding to or defending against such sanctions.

(vii) Payments to Carrier

The Carrier shall refuse to release a container to a Consignee until all fines, penalties, costs (including attorney's fees), bonds, penalties, or sanctions provided for in this Rule have been paid by the Shipper, Consignee, or Cargo Owner, or the Carrier has been reimbursed for payment of same.

Section 2

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2.1 TERMINAL OPERATIONS

- 2.1.1 Acceptance of Goods by the Carrier

Following their handing over and acceptance, Goods will normally move by the vessel for which the cargo is booked subject to space availability.

For documentary purposes the date of receipt of the goods shall be taken to be the day on which the last item of cargo in the Bill of Lading lot was received for shipment by the Carrier.

The name of the consignee or notify party must be declared otherwise consignments cannot be accepted for carriage.

2.1.1.1 Cargo Receiving Period

If cargo is delivered before the start of the advertised receiving period for intended vessel, then storage charges will be levied as follows until the official receiving period commences:-

- LCL Goods will be stored at Merchant's risk, with rent and other charges being for Merchant's account.
- FCL Goods will be stored at Merchant's risk and at the charges as applied for demurrage in Section 2 (rules 2.9) without the benefit of free-time.
Above system also applies when shipment is delayed at Merchant's request.

2.1.1.2 Cargo Stopped in Transit

If for any reason cargo is stopped in transit by the Merchant, the Merchant must give prompt instructions for their alternative delivery at his expense. If the Merchant fails to do so the Goods will be removed and stored at the Merchant's sole risk and expense, and in the case of FCL Goods, will in addition become liable to the charges for demurrage of FCL goods specified in Section 2 (rules 2.9) without the benefit of free-time.

2.1.2 Delivery of Goods by the Carrier

2.1.2.1 Dangerous or Obnoxious Cargo

The Merchant must take delivery of FCL or LCL Dangerous or obnoxious Goods at the time notified by the Carrier. If the Merchant fails to remove or accept delivery at such time, the Carrier will be entitled to make such arrangements, at the Merchant's risk, as the Carrier considers necessary depending on the nature of the Goods. The Merchant will reimburse the Carrier for all costs so incurred.

2.1.2.2 LCL Cargo

Storage charges incurred (if any) will be for account of the cargo. Details of Free Storage Time allowed and the charges levied at each port shall be in accordance with the custom of the port/CFS or as otherwise shown.

2.1.2.3 Delayed Acceptance of FCL Goods from Container Yards (except Dangerous or Obnoxious Cargo)

If the Merchant does not take delivery of FCL cargo from a Container Yard within the free storage time appropriate to the port concerned, he will be liable for demurrage/storage charges as indicated in Section 2 (rules 2.9).

If after the expiry of free storage time, as defined, the Merchant has failed to remove or accept delivery of the Goods, the Carrier shall be entitled, after having advised the Merchant at the Merchant's risk, to unpack the Container and place the Goods into a warehouse. The Merchant will be responsible for all transfer, unpacking and storage charges.

2.1.2.4 Split Deliveries

If at his discretion the Carrier accepts a Consignee's request for a Bill of Lading quantity to be split into less than Bill of Lading lots, all additional costs will be for Consignee's account.

This facility is available only for LCL Goods.

2.1.3 Terminal Handling Charges

(Refer to Section 2.9 for THC for individual areas/ports)

The Terminal Handling Charge (THC) is payable by the Merchant:-

- (a) For receiving and handling an export FCL container at the Terminal and presenting it to the vessel for loading
- (b) For receiving an import FCL container from the vessel, its handling and delivery at the Terminal.
- (c) For attending to associated documentation.

Terminal Handling Charges have been earned from the date on which the cargo is received by the Carrier and irrespective of the terms of sale between buyer and seller are payable:

(a) Export THC must be prepaid in the country of origin/port of loading prior to issuing the Bill of Lading, irrespective of whether ocean freight and associated destination charges are on a freight collect basis.

(b) Import THC must be paid prior to release of the cargo.

(c) THCs may be paid in a freely remittable currency (see rules 3.2.3) other than the currency quoted in the tariff.

Bills of Lading will show whether import THC has been paid or is due.

THC is NETT

Rules 3.3.1 cover notice of changes/implementation in the levels of charges.

2.1.4 LCL Service Charges

The LCL Service Charges (LCL SC) is payable by the Merchant:

(a) For the Carrier receiving export LCL cargo at the CFS from the Merchant and for their subsequent handling.

(b) For Handling Of import LCL Cargo by the Carrier at the CFS and its subsequent release to the merchant.

(c) For attending to associated documentation

Basis of Application:

Where LCL SC are shown:

(a) 'Per 1000 kilos or per cbm' the basis for charging shall be the same as used for calculating the ocean freight.

(b) 'Per 1000 kilos' only then this basis applies irrespective of the basis on which ocean freight is charged.

LCL SC have been earned from the date on which the cargo has been received at the CFS on behalf of the Carrier and irrespective of the terms of sale between buyer and seller are payable:

(a) Export LCL SC must be prepaid in the country of origin/port of loading prior to issuing the Bill of Lading, irrespective of whether ocean freight and associated destination charges are on a freight collect basis.

(b) Import LCL SC must be paid prior to release of the cargo.

(c) LCL SC's may be paid in a freely remittable currency (see Rules 3.2.3) other than the currency quoted in the tariff.

(d) Minimum LCL SC - One ton weight or measurement as applicable, unless otherwise indicated.

Bills of lading will show whether import LCL SC has been paid or is due.

LCL SC's are Nett.

Rules 3.3.1 cover notice of changes details in the levels of charges.

2.1.5 Demurrage and Storage General Rules

2.1.5.1 Demurrage

(1) Cargo demurrage and free time at origin

Demurrage at origin is the cost incurred when a container with cargo or cargo devanned from a container is kept at the Carrier's origin port / point CY or CFS beyond the permitted freetime as stipulated under Section 2.9 Availability, Freetime and Charges Schedules. Freetime will commence at 0001 hours on the first working day after cargo has been received by the Carrier and will expire at 2400 hour on the last day of the specified number of freetime.

When cargo is shut out because of vessel overbooking, or when a sailing is cancelled or delayed due to the fault of the Carrier, the Carrier will absorb the demurrage charges and handling cost from the receipt provided that the cargo is loaded to the Carrier's next scheduled sailing. However, if the cargo has already incurred demurrage charges for the period up to the originally scheduled vessel sailing date, the Merchant will be liable for such demurrage.

Full details of freetime and demurrage charges for individual ports/areas will be found under Section 2.9 Availability, Freetime and Charges Schedules.

(2) Cargo demurrage and free time at destination

Demurrage at destination is the charge assessed the cargo when a container with cargo or cargo devanned from a container is kept at the Carrier's discharge port or destination point CY or CFS beyond the permitted freetime as stipulated under Section 2.9 Availability, Freetime and Charges Schedules. It normally commences following the freetime period given after the cargo Date of Availability.

Full details of these times and charges for individual ports/areas will be found under Section 2.9 Availability, Freetime and Charges Schedules.

- (3) If after the expiry of free storage time as defined at sub-clause (1) and (2) above, the Merchant has failed to remove or accept delivery of the cargo, the Carrier shall be entitled, at the Merchant's risk to unpack the container and place the cargo into a warehouse. The Merchant will be responsible for all transfer, unpacking and storage charges.

2.1.5.2 Phased Delivery Demurrage Freetime

Where Phased Delivery Demurrage freetimes are shown, they apply for the number of containers concerned on one or more Bills of Lading shipped in one vessel and discharged at one port for delivery to, or to the order of, one Consignee or Notify Party at one place of delivery.

2.1.5.3 Increases/Reductions to Demurrage Charges

Increases/Reductions will apply immediately from the effective date notified. The revised charges will apply from the effective date to cargo and/or equipment already on Demurrage.

2.2 CARRIER AND MERCHANT HAULAGE - GENERAL RULES

These Rules and Conditions are additional to the General Rules and Conditions set out in Section 3 of this Tariff, and those applicable to cargo accepted under the Carrier's Bills of Lading. The charges in this Section are *nett*.

For definitions of terms used refer to Section 1.

2.2.1 Border Costs, Taxes etc.

Irrespective of how transport is performed, Border Cost or Taxes, etc. are always for account of the cargo. Merchants are responsible for providing all documents including special documents e.g. Health Certificates, Certificates of Origin, Licenses, etc. arising from routing of cargo across Borders. Merchants will be responsible in the event of any delay incurred in providing such documents, for all costs incurred (e.g. detention charges).

2.2.2 Customs Clearance

Whenever Merchants request Customs Clearance of the cargo, all costs involved, including those resulting from delays will be borne by the cargo (except where the delay has arisen from the fault or neglect of the Carrier).
No additional free time is granted for customs clearance.

2.3 CARRIER HAULAGE - GENERAL RULES

The following Rules apply when the Carrier undertakes at the Merchant's request, the inland transport of containers moving under Bills of Lading.

2.3.1 Transport Charges

2.3.1.1 FCL Containers

The Carrier's Inland Haulage Charge as shown under Section 2.9 will be levied for the transport of a container between the Place of Receipt/Delivery shown in the Bill of Lading and the Container Yard/Terminal.

2.3.1.2 LCL Cargo

LCL carrier haulage may only be affected where shown on Section 2 rules 2.9.

2.3.1.3 Inland Haulage Charges - Payment

Inland Haulage Charges have been earned and are payable from the time that the Merchant gives and the Carrier accepts instructions to undertake Carrier Haulage. At the Merchant's option they may be paid:

- (a) Together with the ocean freight, or
- (b) for the charge incurred in the country of export, separate from the freight but in any event within such period as the Carrier may specify, or

(c) for the charge incurred in the country of import, separate from the freight but in any event within such period as the Carrier may specify.

Bills of Lading will indicate whether any Inland Haulage Charges incurred are due or have been paid.

All Inland Haulage Rates and Charges are NETT.

Merchants are referred to rules 3.3.1 for details of notice of changes in the levels of rates.

2.3.1.4 Quotations

Carrier has agreed that the Inland Haulage Tariff will be maintained on a 'reference' basis.

The effect of a 'reference' to tariff system is that any inquiry received from a Merchant for a rate is answered by an indication of what the rate might be. The rate does not become a firm and binding quotation until a firm booking is made by the Merchant for a particular consignment to a specified place. The reason for this is that the costs of inland haulage services can increase at extremely short notice.

2.3.2 Changes in Rates and Charges

2.3.2.1 Standard Procedures

- (a) No inland tariff amendments (up or down) will be applied retrospectively.
- (b) The Carrier will give both the dates of announcement and implementation in their notice of change.
- (c) Tariff Increase/Reduction is to be applied in accordance with rules 3.3.2 except as noted below: -

Detention Charges

Increases/reductions will apply immediately from the effective date notified.

The revised charges will apply from the effective date to equipment already on Detention/Waiting Time.

2.3.3 Areas where Carrier Haulage Available

Carrier Haulage is offered to Merchants at Carrier's sole and individual discretion within the following territories but subject to the stated limitations:

2.3.3.1 Europe - N. Continent, Scandinavia

For FCL traffic only to and from any address in France, Belgium, Luxemburg, Netherlands, Germany, Switzerland, Austria, Denmark, Sweden, Norway, and Finland, Portugal.

2.3.3.2 Europe - UK and Republic of Ireland

For FCL traffic to or from any address in England, Scotland, Wales, Northern Ireland and Republic of Ireland but excluding the Channel Islands, the Scilly Isles, the Isle of Man and other islands not connected by direct road services.

2.3.3.3 Europe - East & Central Europe

For FCL traffic only to and from any address in Czech & Slovakia, Hungary, Poland, Lithuania and Estonia

2.3.3.4 Europe - Mediterranean

For FCL traffic only to and from any address in Italy, Spain, Greece, Turkey but excluding the islands Corsica, Sardinia, Malta, Creta, Cyprus and and other islands not connected by direct road services

2.3.3.5 Malaysia

No service can be offered at present.

2.3.3. 6 Singapore

No service can be offered at present.

2.3.3. 7 Thailand

No service can be offered at present.

2.3.3. 8 Hong Kong

For FCL traffic only to or from any address within Hong Kong Island, Kowloon or the New Territories but excluding any point not connected by direct road services.

2.3.3. 9 Taiwan

No service can be offered at present but the Carrier may, at their discretion, but at the request, risk and expense of the Merchant, make arrangements on behalf of the Merchant for the inland transport of containers.

2.3.3. 10 Korea

No service can be offered at present but the Carrier may, at their discretion, but at the request, risk and expense of the Merchant, make arrangements on behalf of the Merchant for the inland transport of containers.

2.3.3. 11 Japan

No service can be offered at present but the Carrier may, at their discretion, but at the request, risk and expense of the Merchant, make arrangements on behalf of the Merchant for the inland transport of containers.

2.2.3. 12 Philippines

No service can be offered at present but the Carrier may, at their discretion, but at the request, risk and expense of the Merchant, make arrangements on behalf of the Merchant for the inland transport of containers.

2.3.3. 13 Indonesia

No service can be offered at present.

2.3.3. 14 India

EXPORT – (a) For FCL traffic from Delhi(INDELY1) , Dadri(INDAD) , Faridabad(INFAB) , Patparganj(INDELY2) to Nhava sheva (INNAH) & Pipavav(INPAV) Carrier haulage is applicable in case railway freight is paid by Shipping Line to rail Operator.

(b) For FCL traffic from Delhi(INDELY1) , Dadri(INDAD) , Faridabad(INFAB) , Patparganj(INDELY2) to Nhava sheva (INNAH) & Pipavav(INPAV) Merchant haulage is also applicable in case Shipper wants to pay railway freight directly to rail Operator.

For FCL traffic from Loni (INLON) , Gurgaon (INGUN) , Ludhiana (INLDH) to Nhava sheva (INNAH) & Pipavav(INPAV) only Merchant haulage is applicable and railway freight is directly paid by shipper to rail operator.

IMPORT - For FCL traffic from Nhava Sheva (INNAH) & Pipavav (INPAV) to Delhi(INDELY1) , Dadri(INDAD) , Faridabad(INFAB) , Patparganj(INDELY2) , Ludhiana (INLDH) , Gurgaon (INGUN) , Loni (INLON) only Carrier haulage is applicable.

2.3.3. 15 Sri Lanka

No service can be offered at present.

2.3.3. 16 Bangladesh

No service can be offered at present.

2.3.3.17 People's Republic of China

No service can be offered at present.

2.3.3.18 Cambodia

No service can be offered at present.

2.3.3.19 Myanmar

No service can be offered at present.

2.3.3.20 Pakistan

No service can be offered at present.

2.3.3.21 Vietnam

No service can be offered at present.

2.3.3.22 Bahrain

No service can be offered at present.

2.3.3.23 Kuwait

No service can be offered at present.

2.3.3.24 Oman

No service can be offered at present.

2.3.3.25 Saudi Arabia

No service can be offered at present.

2.3.3.26 United Arab Emirates

No service can be offered at present.

2.3.3.27 Australia

No service can be offered at present.

2.3.4 Transportation by Inland Waterways

When, subject to the availability of suitable services, the Carrier offers to provide inland transportation by Inland Waterway, and the rivercraft calls direct at the Merchants Inland Water Facility:-

The Merchant will be responsible for providing a suitable berth, adequate equipment and personnel for loading/discharge operation. The Carrier shall be under no liability for any personal injury, loss or damage to any property whatsoever arising out of such operation.

Carrier will try whenever possible to give Shippers/Consignees appropriate notice of the time of arrival of the barge.

If the voyage of the rivercraft is delayed through the Merchant's fault because:

- (1) A berth is not available
- (2) Equipment or personnel is not available at the agreed time
- (3) Any other failure on the part of the Merchant is accrued

the demurrage charges of the rivercraft operator will be for the account of the Merchant.

2.3.5 Rhine Barge Traffic - General Average Rules

In the event of circumstances occurring during the inland water transportation which gives a rise to general average the merchant(s) will be liable for the appropriate share of costs so incurred and will reimburse the carrier on basis of Rhine Rules Antwerp - Rotterdam, 1979, as amended from time to time.

2.3.6 Additional Services and Charges

Should for any reason:

(a) the Merchant require the Carrier to use other equipment, choose routing other than that normally used or ask for any kind of extra services,

or (b) by reason of the nature of the contents of the container the Carrier incur any additional charges during the movement of such container(s),

then the cost of such additional services/charges will be for Merchant's account on a cost recovery basis.

2.3.7 Multi-stops - Road Haulage Only

North Continent, Scandinavia, UK/Ireland, East&Central Europe, Mediterranean

Subject to agreement between the Carrier and the Merchant, containers may be packed/unpacked at more than one point/place.

The final point of packing is to be regarded as the Place of Receipt whilst the first point of unpacking is always to be regarded as the Place of Delivery.

Irrespective of Place of Receipt or Delivery, a charge equivalent to the level of the inland haulage charges will be levied on the basis of the furthest point (highest rates in the U.K.) plus additional distance in excess of the round-trip to/from that point at the charges as set out for the area concerned. See Section 2.9 Availability, Freetime and Charges Schedules, for packing/unpacking Freetime and detention charges.

NOTE: Transportation outside the scope of the Bill of Lading will be performed under a separate contract between the Merchant and the Carrier at the above Rates and Conditions.

2.3.8 Packing/Unpacking of Cargo into/from Containers - Merchant's Responsibility

The merchant has sole responsibility for the packing/unpacking of the cargo, into/from the Container and the Carrier shall be under no liability for loss or damage to the cargo, or for any personal injury or loss or damage to any property arising out of such operations. In the case of road transport, the driver is not authorized to act in any way on behalf of the Carrier. If, for any reason, the driver takes part in the packing/unpacking operations, he does so solely on behalf of the merchant.

No supervision or advice as regards the packing/unpacking of cargo into/from Containers shall be given by or on behalf of the Carrier, or accepted by the Merchant, unless agreed in writing between them, and even then such advice shall in no way extend, alter or affect the Carrier's or Merchant's liabilities.

The Merchant is responsible for ensuring that the appropriate seal, as supplied by the Carrier, is properly affixed to the loaded container before it leaves his premises.

The Merchant should satisfy himself on taking delivery that the seal on the container is intact.

2.3.9 Condition of Carriers Equipment

Refer to Rule 2.8.2.

2.3.10 Futile Trips

Where by prior arrangement with the Merchant the Carrier presents the Container by road, rail or by inland waterway for the packing/ unpacking of the cargo by the Merchant, and through no fault of the Carrier, the Merchant is unable to pack / unpack the cargo, then a charge will be levied as set out for the area concerned under the Availability, Freetime and Charges Schedules.

2.3.11 Re-Direction

When the Carrier agrees to re-direct a container from the originally specified Place of Receipt/Delivery to another place, the Merchant will reimburse the Carrier for all costs so incurred in addition to the appropriate inland haulage charge.

2.3.12 Change of Place of Inland Delivery

Subject to Carrier's agreement, the place of inland delivery may be changed, and transport will be made under the Terms and Conditions of the Carrier's Bill of Lading.

Inland haulage charge due or already paid by the Merchant will be adjusted to reflect the changed position.

2.3.13 Change from Carrier to Merchant Haulage

Subject to Carrier's agreement, Merchant Haulage may be substituted for Carrier Haulage.

Under such circumstances the Bill of Lading will terminate at the Container Yard.

Inland Haulage charges due or already paid by the Merchant will be adjusted and Merchant Haulage Terms and Conditions will apply.

2.3.14 2 x 20' Containers on 1 x 40' Trailer

At Carrier's discretion and subject to the appropriate Construction and Use Regulations, 2 x 20' containers accepted/delivered from/to a single Merchant at one place may be transported on a single trailer. Free loading time will be the same as for one 40' container. In the UK, a 33% reduction in the inland haulage charge otherwise due will apply.

2.4 CARRIER HAULAGE - LOADING TIME AND DETENTION RULES NORTH SCANDINAVIA

(Note: Refer to Availability, Freetime and Charges Schedules, (see rules 2.9) for charges/times for individual areas/ports).

2.4.1 Transportation by Road

2.4.1.1 Detention

There will be a detention charge for Container/Trailer Unit with prime mover and driver is detained at Merchants premises in excess of the freetime.

2.4.1.2 Bobtail service

Alternatively, subject to the Carrier's agreement, the Merchant may arrange for the container/trailer unit to be left at the place of packing/unpacking for subsequent packing/unpacking and for the prime mover to return later to collect the packed/unpacked unit. In such instances an additional charge shall be levied.

If temperature controlled containers are left under this arrangement, the Carrier accepts no responsibility for the maintenance of the container temperature during periods of free time or detention.

Container/Trailer Units left at the place of packing/unpacking, under this arrangement, will attract detention charges if they are detained in excess of the freetime.

(Note: Refer to Availability, Freetime and Charges Schedules, see 2.9) for charges/times for individual areas/ports).

2.4.1.3 FCL Combined Cargo Unloading / Reloading

i) These arrangements only apply where the same Carrier/Container Operator carries the container(s) in both the import and export movements, and the cargo controlling party is the same in both directions and provided that the container(s) may be used/interchanged between trades,

ii) The Contract of Carriage for the Import movement, together with the Terms and Conditions of the relevant tariff will be terminated on completion of the unloading of the container(s) concerned, at the Place of Delivery shown on the Bill of Lading (first place of unloading if more than one place involved). The export Contract of Carriage will commence at the last Place of Loading (refer also ix below), if more than one place of loading is involved.

iii) Prior to the physical dispatch of the container(s) from the Carrier's/ Container Operator's Equipment Handover Point, Merchants must obtain the Carriers/Container Operator's agreement to an unload/reload arrangement. In the absence of this agreement, free time will not be extended as per clause iv below, and the concessionary rates (where applicable) indicated in section 2.9 will not apply.

iv) Equipment free time for unload/reload arrangements will be double that stated in section 2.9 after which equipment detention charges will apply.

v) Where the carriers undertake the FCL inland haulage for both the unloading and reloading movements, the appropriate inland tariff rates will be levied as follows:-

a) Within the same trade Import movement - full tariff rate.
Export movement - 50% of the tariff rate.

b) Different trades

Import movement - 80% of the applicable trade tariff.

Export movement - 80% of the applicable trade tariff.

vi) Travelling time between the unloading and loading points is excluded from the free time calculations.

vii) For container drop off arrangements refer to appropriate Inland Haulage Tariffs

viii) For Multi Stop charges refer to Section 2.3.7

ix) Road transport charges between the first place of unloading and the last place of loading will be charged at the levels shown in the appropriate Inland Haulage Tariff. Other forms of transport will be charged at full cost. This leg of the journey will be carried out under separate contractual arrangements (between the Carrier/Container Operator and the Merchant) other than the Bill of Lading.

x) Terminal Handling Charges will apply according to the Trade concerned and the port of entry/exit. THCs in respect of this tariff can be found in section 2.9.

xi) The Carrier's equipment must not be used for any other purpose except for the carriage of goods booked with the Carrier for overseas transportation by him.

xii) The above rules may apply to Merchant owned/leased containers which are suitable for transportation in the Carrier's vessels. (Carriers performing the inland transport).

2.4.1.4 FCL - Shuttle Service Subject to Carrier's agreement and equipment handover conditions, merchants may arrange for the container/trailer unit/units to be left at the place of loading/unloading for subsequent packing/unpacking and for the prime mover to return later with a further empty(exports)/full(imports) container/trailer unit/units, collecting as a return load the full (exports) empty (imports) container/trailer unit/units. This shuttle service to continue by mutual agreement, subject to the following conditions:

There will be a detention charge for container/trailer units detained at the place of packing/unpacking in excess of the Shuttle Service Freetimes.

The shuttle arrangement will be considered to have terminated under the following conditions:-

- (a) When 2 days detention charges have been incurred.
- (b) The Merchant requests cancellation.
- (c) Normal inland haulage charges apply for each round trip.

2.4.2 Transportation by Rail

Rolling and the containers on them will be free of detention charges, provided they are available for recollection within the period stipulated by the Railway Authority as "free time"

When the Freetime period stipulated by the railway authorities expires during Saturday, Sunday or Public Holiday free time will be extended until the same hour on the first working weekday following.

2.4.2.1 Detention

Containers detained in excess of free time will be subject to detention charges per this tariff.

Demurrage charges on the rail wagons themselves are for Merchant's account, and are to be paid in addition to the detention charges above.

2.4.2.2 FCL Combined Cargo Unloading/Loading

For FCL combined cargo unloading/loading under the terms of this tariff see rules 2.4.1.3. The freetime applicable for FCL combined cargo unloading / loading entirely from/to territories covered by this tariff, for transportation by rail, will be double the freetime period stipulated by the railway authority.

Note : Refer to Availability, Freetime and Charges Schedules, for charges/times for individual areas/ports .

2.4.3 Transportation by Rail/Road Combined

2.4.3.1 Application of Appropriate Rules i.e. Rail or Road

Should the movement include a local haulage operation (e.g. railhead to factory or vice-versa) then the regulations set out for Transport under rules 2.4.1 will apply, except where otherwise specified in local rail tariff conditions and in which case the rail conditions will prevail.

2.4.3.2 FCL Combined Cargo Unloading

For FCL combined cargo unloading/loading under the terms of this tariff see rule 2.4.1.3. The Freetime applicable for FCL combined unloading / loading entirely from/to territories covered by this tariff, on rail/road combined transportation, will be double that stated per rules 2.9.

2.4.4 Transportation by Water

2.4.4.1 Detention

When equipment is detained in excess of freetime detention charges will apply.

2.4.4.2 Road Delivery via an Inland Water Terminal

The freetime and detention scale for road transport will apply.

2.4.4.3 Delivery at an Inland Water Terminal

If the Inland Water Terminal is the actual point at which the container is loaded / unloaded, 24 hours free time will be all for this operation.

When the 24 hours free period expires during Saturday, Sunday or Public Holiday free time will be extended until the same hour on the first working week day following.

2.4.4.4 FCL Combined Cargo Unloading/Loading

For FCL combined cargo unloading/loading, under the terms of this tariff see rule 2.4.1.3. The Freetime applicable for FCL combined unloading/loading entirely from/to territories covered by this tariff for water transportation, will be double that stated under rules 2.9.

2.5 CARRIER HAULAGE - LOADING TIME AND DETENTION RULES (UK AND IRELAND)

Note : Refer to Availability, Freetime and Charges Schedules, for charges/times for individual areas/ports

2.5.1 Road Haulage

2.5.1.1 Detention

There will be a detention charge for a container/trailer unit with prime mover and driver detained at merchant's premises in excess of the freetime.

2.5.1.2 Bobtail Service

Alternatively, subject to Carrier's agreement and Equipment Handover Conditions, the Merchant may arrange for the container/trailer unit to be left at

the place of loading/unloading for subsequent packing/unpacking and for the prime mover to return later to collect the unit. Under this alternative arrangement there will be an additional charge for each mile in addition between the place of loading/unloading and the Container Yard concerned.

If temperature controlled containers are left under this arrangement, the Carrier accepts no responsibility for the maintenance of the container temperature during periods of free time or detention.

Container/trailer units left at the place of packing/unpacking under this arrangement will attract detention charges if they are detained in excess of the freetime.

(Note: Refer to Availability, Freetime and Charges Schedules, for charges/times for individual areas/ports) .

2.5.1.3 FCL Combined Cargo Unloading/Loading

i) These arrangements only apply where the same Carrier/Container Operator carries the container(s) in both the import and export movements, the cargo controlling party is the same in both directions and provided that the container(s) may be used/interchanged between trades,

ii) The Contract of Carriage for the Import movement, together with the Terms and Conditions of the relevant tariff will be terminated on completion of the unloading of the container(s) concerned, at the Place of Delivery shown on the Bill of Lading (first place of unloading if more than one place Involved). The export Contract of Carriage will commence at the last Place of Loading (refer also ix below), if more than one place of loading is involved.

iii) Prior to the physical dispatch of the container(s) from the Carrier's/ Container Operator's Equipment Handover Point, Merchants must obtain the Carriers/Container Operators agreement to an unload/reload arrangement. In the absence of this agreement, free time will not be extended as per clause iv below, and the concessionary rates (where applicable) indicated in section 2.9 will not apply

. iv) Equipment free time for unload/reload arrangements will be double that stated in section 2.9 after which equipment detention charges will apply.

v) Where the carriers undertake the FCL inland haulage for both the unloading and reloading movements, the appropriate inland tariff rates will be levied as follows:-

a) Within the same trade

Import movement - full tariff rate.
Export movement - 50% of the tariff rate.

b) Different trades

Import movement - 80% of the applicable trade tariff.
Export movement - 80% of the applicable trade tariff.

vi) Travelling time between the unloading and loading points is excluded from the free time calculations.

vii) For container drop off arrangements refer to appropriate Inland Haulage Tariffs.

viii) For Multi Stop charges refer to Section 2.3.7

ix) Road transport charges between the first place of unloading and the last place of loading will be charged at the levels shown in the appropriate Inland Haulage Tariff. Other forms of transport will be charged at full cost. This leg of the journey will be carried out under separate contractual arrangements (between the Carrier/Container Operator and the Merchant) to the Bill of Lading.

x) Terminal Handling Charges will apply according to the Trade concerned and the port of entry/exit. THCs in respect of this tariff can be found in section 2.9.

xi) The Carrier's equipment must not be used for any other purpose except for the carriage of goods booked with the Carrier for overseas transportation by him.

xii) The above rules may apply to Merchant owned/leased containers which are suitable for transportation in the Carrier's vessels. (Carriers performing the inland transport).

The above rules apply at this stage only terminal acceptance/delivery but will apply to inland depots as and when the appropriate decisions have been taken in the future.

2.5.1.4 FCL - Shuttle Services

Subject to Carrier's arrangement and equipment handover conditions, may arrange for the container/trailer unit/units to be left at the place of loading / unloading for subsequent packing/unpacking and for the prime mover to return later with a further empty(exports) / full(imports) container/trailer unit/units, collecting as a return load the full(exports) / empty(imports) container/trailer

unit/units. This shuttle service to continue by mutual agreement, subject to the following conditions:-

- (a) The shuttle will only operate to/from a single place of acceptance / delivery.
- (b) There will be a detention charge for container/trailer units detained at the place of packing/unpacking in excess of the Shuttle Service Freetimes.

The shuttle arrangement will be considered to have terminated under the following conditions:

- (a) When 2 days detention charges have been incurred as per rules 2.9.
- (b) The merchant requests cancellation.
- (c) Normal inland haulage charges apply for each round trip.

2.6 CARRIER HAULAGE - LOADING TIME AND DETENTION RULES (HONG KONG)

(Note: Refer to Availability, Freetime and charges Schedules, for charges/times for individual areas/ports)

2.6.1 Road Haulage

2.6.1.1 Detention

There will be a detention charge for a container/trailer unit with prime mover and driver/attendant detained, at the specific request of the Merchant, and at the discretion of the Carrier, at the place of packing/unpacking in excess of the allowed loading time.

Any additional charges incurred as a result of detention by the Merchant of containers or containers with dangerous goods/special cargo will be for the account of the Merchant.

2.6.1.2 Bobtail Service

Alternatively, the Carrier at his sole discretion may at the Merchant's request and responsibility leave the container/trailer unit combination at the place of packing /unpacking provided that off-street parking facilities are available.

Container/trailer units left at the place of packing/unpacking beyond the freetime period will attract detention charges.

2.7 MERCHANT HAULAGE - GENERAL RULES

2.7.1 Container Seal

The Merchant is responsible for ensuring that the appropriate seal supplied by the Carrier is properly affixed to the loaded container before it leaves his premises.

The Merchant should satisfy himself on taking delivery that the seal on the container is intact.

2.7.2 Cargo Packing/Unpacking

No supervision or advice as regards the packing/unpacking of cargo into/from Containers shall be given by or on behalf of the Carrier, or accepted by the Merchant, unless agreed in writing between them, and even then such advice shall in no way extend, alter or affect the Carrier's or Merchant's liabilities.

2.7.3 Change from Merchant to Carrier Haulage

Subject to Carrier's agreement, Carrier haulage may be substituted for Merchant Haulage.

Under such circumstances the terms and conditions of the Carrier's Bill of Lading will apply.

Transfer Charges due or already paid by the Merchant will be adjusted to reflect the new place of delivery and Carrier Haulage Terms and Conditions will apply.

2.8 MERCHANT HAULAGE - EQUIPMENT HANDOVER

2.8.1 Release of Equipment to Merchants

The Carrier will, by arrangement, release containers to the Merchant at the specified handover points. In some areas (only where specifically provided in the tariff and at the charges listed), Carrier may additionally hire out to Merchants suitable trailers (chassis) for the carriage of the containers with which they are loaded.

2.8.2 Equipment Handover Conditions

The Carrier undertakes to ensure that equipment (Container(s) and/or trailer) is in suitable condition for its intended use at the time it is handed over to the

Merchant. It is the Merchant's responsibility to satisfy himself as to the condition of the equipment.

When equipment is loaned to the Merchant, it is on the following terms:

(a) Merchant acknowledges receipt of the equipment in apparent good order and condition.

(b) When the Merchant's prime mover or prime mover and trailer or other carrying vehicle is used the equipment must be suitable for the weight, size and other characteristics of the load involved.

(c) The Container must at all times be firmly secured to the trailer or other carrying vehicle either by twistlock or by another method agreed by the Carrier.

(d) In no circumstances may the container be removed from the trailer or other carrying vehicle without prior agreement from the Carrier.

(e) The Carrier's equipment must not be used except for the carriage of cargo booked with the Carrier for overseas transportation by him.

(f) The Merchant is responsible for any damage to or loss of the equipment. Any repair will be made by the Carrier and the cost will be reimbursed by the Merchant.

(g) The Merchant undertakes to ensure that containers from which the cargo has been unpacked are left in a clean and cargo-worthy condition.

(h) The Carrier has the right to inspect the container before accepting redelivery. The Merchant will reimburse the Carrier for any cleaning costs, and other consequential expenses incurred by the Carrier arising from the Merchant's failure to redeliver the container in a suitable condition. If the merchant does not have the necessary special cleaning and/or disposal facilities, the Carrier may, by arrangement following delivery, agree to undertake the necessary work at the Merchant's expense.

The Carrier will ensure that the container presented for loading is clean and complies with all regulations (both international and national) governing the transport of the commodity to be moved.

U.K. and Ireland

The above conditions are incorporated in the Hand-over Agreement under which the Carrier leaves his equipment together with the following additional provisions:-

(i) The Merchant shall provide such information as the driver may require to satisfy himself that the equipment or load is safe and roadworthy and that the carriage thereof would not infringe any statutory provision or regulations for the time being in force. The driver shall not be obliged to move any load until he is satisfied accordingly.

(ii) Driver's responsibility

Save for completing any of the Carrier's prescribed forms relating to hand-over of equipment and giving a receipt in the Carrier's prescribed form, the driver is not authorized to act in any way for the Carrier, but these conditions do not preclude the driver providing assistance with the packing/unpacking or tilt lashing of containers in accordance with normal haulage practice at the place of receipt or the place of delivery and without charge to the Merchant. The Carrier accepts no responsibility for any such assistance, and the Merchant agrees that in giving any such assistance the driver shall be treated in all respects as the agent of the Merchant.

2.8.3 Equipment Handover Points

Loaded containers are to be drawn from or delivered to the nominated Port CY advised by the Carrier and empty containers are to be drawn from or returned to the nominated site advised by the Carrier.

2.8.4 Inland Costs

All costs incurred between the time the equipment is handed over to the Merchant and the time it is returned to the Carrier will be for Merchant's account.

2.8.5 Equipment Transfer Charges (Lift-on/Lift-off)

(Note : Refer to 2.9 for charges for individual areas/ports)

Container Delivery / Re-Delivery

A transfer charge is made for containers handed over to / received from Merchants at Carrier's Container Yards.

Trailers

Subject to Carrier's agreement trailers may be handed over to the Merchant. They will be subject to hire charges during the appropriate free time as specified (detention charges are inclusive of hire charges).

Note:

Trailers are only handed over to the Merchants as a combined of trailer and Carrier's owned/leased containers.

Carrier's trailers cannot be provided for lease, loan or hire in Singapore/Malaysia, Hong Kong, Philippines, Thailand and Taiwan.

2.8.6 Equipment Loading Times and Detention Charges

Refer to 2.9 for charges/times for individual areas/ports.

2.8.6.1 Increases/reductions to Detention Charges

Increases/reductions will apply immediately from the effective date notified.

The revised charges will apply from the effective date to equipment already on Detention.

2.8.7 Temperature Controlled Containers

Merchants will be responsible for the monitoring and control of temperature controlled containers in periods of freetime or detention.

2.8.8 Merchant Supplied Containers

Detention Charges under the terms of Merchant Haulage are not applicable except when carriage of the Merchant supplied container is affected on a Trailer supplied by the Carrier:-

2.8.9 FCL Combined Unloading/Loading

i) These arrangements apply only where the same Carrier/Container Operator carries the container(s) in both the import and export movements, the cargo controlling party is the same in both directions and provided that the container(s) may be used/interchanged between trades.

ii) The Contract of Carriage for the import movement, together with the Terms and Conditions of the relevant tariff will terminate when the container(s) are

handed over at the Carrier's Equipment Handover Point. The export Contract of Carriage will commence upon receipt of the container(s) at the Carrier's Equipment Handover Point.

iii) Prior to the physical dispatch of the container(s) from the Carrier's Equipment Handover Point, Merchants MUST obtain the Carriers/Container Operators' agreement for an unload/reload arrangement. In the absence of this agreement, Terms Conditions and charges will apply to the Export and Import movements separately.

iv) When the Consignee/Controlling party of a full import container is also the Exporter/Controlling party of a full export container, free time as stated in section 2.9 will be extended by 24 hours.

Where containers are retained beyond the allowed free time period, equipment detention will apply as per section 2.9.

v) Merchant haulage Inland transport charges can be found in the appropriate Inland Haulage Tariffs.

vi) Existing tariff rules for equipment handover places should apply.

vii) Terminal Handling Charges will apply according to the Trade concerned, and the port of entry/exit. THCs in this tariff can be found in section 2.9.

viii) The Carrier's equipment must not be used for any other purpose than for the carriage of goods booked with the Carrier for overseas transportation by him.

ix) The above rules may apply to Merchant owned/leased containers, which are suitable for transportation in the Carrier's vessels.

Except otherwise agreed, the above rules apply at this stage only to terminal acceptance/delivery but will apply to inland depots as and when the appropriate decisions have been taken in the future.

2.9 AVAILABILITY, FREE TIME AND CHARGES SCHEDULES

Details are provided by local Hanjin Representatives or Hanjin website.

Section 3

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3.1 RATES OF FREIGHT - BASIS OF APPLICATION

3.1.1 Description of Goods

Shippers must provide sufficient description of the goods in order that they may be correctly stowed, rated and charged. Information should be supplied in a form laid down by the Carrier and which may vary area by area. Merchants should consult Carrier/Carrier's Agents offices for detailed information.

The Carrier reserves the right to open any container and to inspect the contents to check description, weight and/or measurement.

3.1.2 Weight of Goods

The gross weight of all goods must be accurately determined and declared. In particular Merchants must declare the weight of any individual pieces or packages in a container which exceed 10,000 kg.

The combined weight of a container and its contents must not exceed the permitted gross weight indicated on the container. Where any container exceeds this limit, the Carrier reserves the right, with or without notice to the Merchant, to unpack as required at Merchant's sole risk and expense.

3.1.3 Basic Measuring and Weighing Rules

The cubic measurement, where required for freighting purposes, is obtained by multiplying the three extreme dimensions of each individual package or piece of cargo.

Where weight is required for freighting purposes, the gross metric weight of each individual piece or package, inclusive of any packing material, will be used.

For all freighting purposes, the weight and measurement of pallets, skids and runners will be disregarded.

3.1.4 Ocean Freight Tariff Currency

USD (US\$), Euro (€)

3.1.5 Freight Units

The units used for freighting are: -

Weight ton (1000 kilos)
Cubic meter
20ft Container
40ft Container
40ft High Cube Container
45ft Container

3.1.6 Freight Governed by Value

The FOB value and weight/measurement of the goods must be declared in the manner prescribed by the Carrier and substantiated by commercial submitted at the time of acceptance, except in Hong Kong, Korea, Singapore and Malaysia where export licenses, declarations, permits may be required.

The value for freighting purposes shall be calculated separately for each individual unit, piece or package.

If in an FCL container different units, pieces or packages have values such that they fall into different value bands, then the container will be regarded as a mixed commodity box.

3.1.7 Indicative Calculation - Ocean Freight

1. Basic Freight	a
2. CAF on 1	b
3. Heavy Lift / Long-length charges	c
4. Transport Additional	d
5. Others ocean freight Charges	e
6. Total Ocean Freight and Charges	f

3.1.8 FORWARDING AGENT'S COMMISSION

Bona fide firms registered as Forwarding Agents at any one of the ports of shipment in the loading areas detailed below, who book cargo and tender instructions or book cargo and tender Bills of Lading, shall be granted a commission in respect of shipments from Europe to destinations covered by this tariff, subject to the conditions specified below.

Europe - Asia Trades

Dry & Reefer containers	USD 2,50 / 20'	USD 5,00 / 40'
Special Eq. & B/Bulk	no FAC	
Waste Paper, Metal & Plastic Scrap	no FAC	
Logs & Lumber	no FAC	

Exemptions:

LONBB:	No FAC Policy
GOABB:	4 % on ocean rate (+ CAF if any)
	No FAC for All In rates

In order to qualify for the commission, which does not apply to shipments made under the Consolidation Rules, the Forwarding Agent concerned will be required to declare:-

- (i) the full and accurate nature of the goods
- (ii) the export fob value, where such value is required for freighting purposes

The Carrier reserves the right to terminate these arrangements at any time, such termination to be advised by means of a notice in advance.

3.1.9 Equipment Substitution

If Carrier is unable to provide the container type/size required by the Shipper at the time of booking due solely to the lack of available empty equipment or to other unavoidable operational constraints, at the option of the Carrier, a larger dry container or refrigerated container may be substituted. Except as otherwise provided below, when substitution is made, the ocean freight and charges assessed shall be the same as what would have been assessed if a smaller container had been furnished provided that the cargo loaded in the larger container does not exceed 85 percent (85 %) of the total inside cubic capacity of the smaller container in which the shipment would have moved.

Exceptions:

A. Dry for dry substitutions:

1) When a 40' container is substituted for a 20' container, the stowage limitation will be no more than 30 cbm and 18.50 weight tons. Where cargo is loaded in excess of the above quantities, the applicable revenue ton rate or per container rate and charges for a 40' container will apply.

2) When a dry 40'ft hi-cube or a dry 45' container is substituted for a standard 40' container, then the maximum loadability of the substituted container must not exceed 60 cbm and 20.5 tons where cargo is loaded in excess of the above quantities, the applicable revenue ton rate or per container rate and charges for a 45' or a 40' high cube container will apply.

3) The substitution of a 45' container for a 20' container will not be allowed under this rule.

B. Reefer for dry substitutions:

At the option and sole discretion of the carrier, a 40 ft Reefer container and/or 40ft High cube reefer container may be substituted for a 40 ft Dry container.

C. Reefer for Reefer Substitutions:

At the option of the carrier, the 40ft and 40ft high-cube Reefer container may be substituted for 20' Reefer container. Provided that stowage is not more than 23 and 19.9 tons, the applicable base rate will be ninety percent of 9'6" 40' and/or

8'6" 40 Reefer container and all applicable charges and surcharges shall be applied based on the size of container actually used.

3.1.10 Mandatory VGM(Verified Gross Mass) submission by Shipper

A. SOLAS Requirements

Effective July 1, 2016, the Safety of Life at Sea Convention of 1974 ("SOLAS") requires that the person named as shipper on the ocean carrier bill of lading or equivalent document and/or who has concluded a contract of carriage with Carrier (hereinafter, the "Shipper") provide Carrier with the verified gross mass ("VGM") of containers to be transported by vessel. Under SOLAS, the Shipper may obtain the VGM by either (1) weighing the packed container using calibrated and certified equipment; or (2) weighing all packages and cargo items, including the mass of pallets, dunnage and other securing material to be packed in the container and adding the tare mass of the container to the sum of the single masses, using a certified scale approved by the competent authority of the jurisdiction in which packing of the container was completed. In certain jurisdictions, authorities may also determine alternative methods of determining the VGM to be compliant with SOLAS. SOLAS requires the VGM be submitted to the Carrier sufficiently in advance to be used in preparation of the vessel stowage plan. Under SOLAS, any container or which a VGM has not been provided will not be loaded onto any vessel and may be denied admission to the marine terminal"

B. Provision of VGM

1) Time for Submitting VGM

In order to enable Carrier to comply with the requirements of SOLAS described above, Shipper or its authorized agent must provide Carrier with the VGM of packed container tendered to Carrier, calculated in accordance with applicable legal requirements, no later than the cut off time communicated by Carrier at the time of booking

2) Form of VGM

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

Insert format in which carrier will accept VGM, such as:

- (i) Hanjin Website
- (ii) VGM EDI (VERMAS / XML)
- (iii) S/I EDI with VGM (IFTMIN / 304)
- (iv) Web portal service (GT Nexus, CargoSmart etc.)

(v) Using the excel template “Simple VGM”

(vi) Via E-mail, Fax or other manual submission

SOLAS requires that the VGM data submitted by Shipper indicate that the weight provided is the VGM and that it be signed by a person duly authorized by Shipper. Shipper or its agent may fulfill this signature requirement by including the name of the duly authorized person in CAPITAL LETTERS in the EDI information. The foregoing signature shall constitute a warranty by the individual that it is authorized to sign such document on behalf of the Shipper.

C. Verified gross mass of CFS cargo

1) When a booking’s origin receiving term is “S” (CFS), the packed container weight measured at the CFS shall be considered as the final VGM. In this case, the shipper is not required to submit a separate VGM to the carrier. But to enable the VGM measurement of the final packed container, it is required for the shippers to send cargoes to the CFS within a reasonable time frame.

2) At the shipper’s written request, the carrier may accept the VGM submitted by the shipper. But the shipper is required to make such a request prior to the VGM cut off time.

3) When the VGM is measured at the CFS, the carrier may impose a VGM service fee to the shipper.

D. Failure to Timely Submit VGM

If a packed container is received without a VGM or if the VGM is not received by the deadline established under this rule, Carrier shall have the option to take one or more of the following measures:

1) Refuse to load the container until a VGM is supplied by shipper, in which case any and all costs, fees, expenses, damages and/or penalties of every and any type, nature or source shall be for the account of Shipper; or

2) Allow Shipper to appoint the handling (and willing) terminal to act as agent for Shipper in complying with the VGM submission requirement. All associated costs, fees, expenses, damages, and/or penalties of every and any type, nature or source shall be for the account of Shipper.

3) If Shipper provides VGM after the given VGM cut off time, all associated costs, fees, expenses, damages, and/or penalties of every and any type, nature or source shall be for the account of Shipper.

If a packed container is denied admission to a marine terminal facility due to the lack of a VGM, all costs and consequences of such denial shall be for the account of Shipper. If a packed container is received without a VGM, or if the VGM is not received by the deadline established under this rule, any costs, fees, expenses, damages, and/or penalties imposed as a result by a third party

(including but not limited to terminal operators) shall be for the account of Shipper and/or cargo interest.

4) Remove the container from the terminal until such time as Shipper provides VGM, with all associated costs, fees, expenses, damages, and/or penalties of every and any type, nature or source to be for the account of the Shipper

3.2 PAYMENT OF FREIGHT

3.2.1 General Principles

Freight may be prepaid in exchange for Bills of Lading, or paid on arrival of the cargo at destination on presentation of the relevant documents, but before release of the cargo (except where listed otherwise).

Cargo will not be released until all the relevant documents have been presented and the freight and charges due have been paid.

3.2.2 Cargo on which Freight must be Prepaid

Eastbound and Westbound Cargo

Dangerous cargo for which the statutory regulations in the Carrier's country or the countries through or to which the goods may be transported, stipulate shipment on deck only.

Refrigerated Goods
Returned Goods
Household removals
Perishable Articles

Westbound Cargo only

Cargo destined for Iceland.

3.2.3 Currencies in which Freight may be paid

Freight and charges may be paid on shipments from all areas in the tariff currency. In addition freight and charges may also be paid: -

For Eastbound Shipments

In the freely remittable currency of:-

A European country
Malaysia
Singapore
Hong Kong
Taiwan (for destinations in Taiwan only)
Thailand (for destinations in Thailand only)
Korea (for destinations in South Korea only)
Japan
Philippines (for destinations in Philippines only)

For Westbound Shipments

In the freely remittable currency of:-

A European country
Hong Kong (for shipments from Hong Kong)
Singapore/Malaysia (for shipments from Singapore/Malaysia)
South Korea (for shipments from South Korea)
Taiwan (for shipments from Taiwan)
Japan
Philippines (for shipments from Philippines)

3.2.4 Rates of Exchange

When any part of the ocean freight and associated charges is paid in a currency stipulated in rule 3.2.3 other than US\$, conversion will be made from the US\$ at the appropriate buying/selling rates quoted locally as follows:

(i) Where the ocean freight and associated charges are paid at European countries including Mediterranean countries,

A. For prepaid freight and associated charges

Ten (10) working days (Saturdays, Sundays and public holidays excluded) before the date on which the ocean vessel is scheduled to sail from the first European calling port of loading concerned

B. For freight and associated charge payable on arrival at destination

Ten (10) working days (Saturdays, Sundays and public holidays excluded) before the date on which the ocean vessel is scheduled to arrive at the first European calling port of discharge

(ii) Where the ocean freight and associated charges are paid at Asia countries including Middle East Asia

A. For prepaid freight and associated charges

Ten (10) working days (Saturdays, Sundays and public holidays excluded) before the date on which the ocean vessel is scheduled to arrive at the port of loading concerned

B. For freight and associated charge payable on arrival at destination

Ten (10) working days (Saturdays, Sundays and public holidays excluded) before the date on which the ocean vessel is scheduled to arrive at the port of discharge

For the purpose of this rule for rates of exchange, 'on date which the ocean vessel is scheduled to sail and/or arrive' means the scheduled departure/arrival date announced at Carrier's website (www.hanjin.com)

Variations to the basic rules in individual areas can be obtained from local Offices, Carrier or Carrier's local Agents.

3.3 FREIGHT QUOTATIONS, OFFERS OF SPACE AND FREIGHT ENGAGEMENTS

3.3.1 Alternations in Rates and Charges

3.3.1.1 Increases - With Notice

Ocean Freight and Associated Charges

Unless otherwise indicated, rates for the items listed below are subject to increase with 30 calendar days advance notice.

Ocean Freight

Change of Destination Charges

Heavy Lift / Long Length Charges

3.3.1.2 Increases - Without Notice

The Carriers reserve the right to increase the rates and charges in respect of the items listed below without notice.

Container Demurrage Charges
Container Detention Charges
Transport Additional
LCL Service Charges.
Terminal Handling Charges
Inland Haulage Rates and Charges
Optional Destination Fees
Other Charges

3.3.2 Implementation Procedures - Reductions and Increases

(Also introductions Withdrawals of Surcharges including CAF & BAF)

3.3.2.1 Reductions

Through cargo pre-carried to the ocean port wholly by sea or initially by sea

Reduction to apply to cargo on Carrier's through Bills of Lading dated on or after the date of implementation.

Cargo moving overland (whether or not on through documents) to connect with the ocean vessel, and local ocean port cargo

Reduction to apply to cargo loaded in ocean vessels advertised and scheduled to sail from the individual port concerned on or after the date of implementation.

3.3.2.2 Increases

Through Cargo pre-carried to the ocean port wholly by sea or initially by sea

Increase to apply to cargo on Carrier's through Bills of Lading dated on or after the date of implementation.

Cargo moving overland (whether or not on through documents) to connect with the ocean vessel and local ocean port cargo

Increase to apply to cargo loaded in ocean vessels commencing to load at the individual port concerned on or after the date of implementation.

3.3.3 Contingencies

Adjustments to freight and charges may be made without notice in the following circumstances: -

- (a) The imminence or existence of any war (whether declared or not), hostilities or war-like operations (whether the countries of the Carriers or any of them are belligerents or not), the imposition of sanctions or the taking by any Government of any measure (whether by international agreement or not).
 - (b) The actual or threatened suspension of, or restriction of, the route via Suez.
 - (c) Labor troubles or disturbance or congestion in a loading or discharging terminal.
 - (d) Any other exceptional contingency outside the control of the Carrier.
-

3.4 FREIGHTING

3.4.1 Freight Application

- (i) Freight application or booking contract shall be based on the Tariff and mutual agreement.
- (ii) For cargo to qualify rate contract/application, Shipper must be the shipper/exporter or consignee on bill of lading. However, if Shipper is Notify party on the bill of lading, the consignee is either a bank or 'To Order', and Carrier, in its sole discretion, determines if there is sufficient evidence permitting it to conclude the cargo is owned by, consigned to, or moving for the direct account of shipper, such cargo shall also qualify for the rate application.
- (iii) All rate application is available upon qualified rate contract parties described in (ii). But rate application contracted by Notify Party/Also Notify party in straight Bill of lading will not be allowed.

Ocean Freight can be offered and agreed either in a through rate or Base Ocean Freight plus Transport Additional. For Carrier's Haulage cargoes, Inland Haulage Charge will be assessed in accordance with the Carrier's Inland Haulage Tariff.

In addition to Base Ocean Freight, a Transport Additional is assessed when cargo is loaded at specific outports and discharged at specific outports, unless otherwise the cargo is carried under a through rate for the entire ocean transportation from/to the specific outports.

3.4.2 Ancillary Charges

Except where otherwise specified, ancillary charges named in this section will be assessed in addition to Ocean Freight. Freight for each piece or package must be charged by following units.

Weight ton (1000 kilos)
Cubic meter
20ft Container
40ft Container
40ft High Cube Container
45ft Container

3.4.2.1 Currency Adjustment Factor (CAF)

- (i) The total amount of the Currency Adjustment Factor (CAF) will be stated on each bill of lading preceded by :

"CAF _____"

- (ii) The CAF applies to the ocean freight and combined transportation through rate rounded to two decimal points. When the ocean freight and combined transportation through rate are all-in rate including additional charges, inland haulage charge and/or transport additional, CAF will apply on the additional charges, inland haulage charges and/or transport additional also.
- (iii) The CAF in this rule also applies to the minimum Bill of Lading charge.
- (iv) The amount of CAF per each origin can be found on our website.

3.4.2.2 Bunker Adjustment Factor (BAF)

The amount of Bunker Adjustment Factor (BAF) per each origin can be found in Section 2.9

3.4.2.3 Special Equipment

The provision by Carrier of the following types of special container

Dry Bulk
Flat Rack

Open Top
Platform

will be subject to Special Equipment Premiums (SEP's) of

Per 20' container - US\$300 nett no CAF/BAF

Per 40' container - US\$400 nett no CAF/BAF

Notes

SEP only applies in the Eastbound Trade and the present minimum will remain unchanged westbound. SEP will be payable by the freight payer.

For CY/CY, CY/CFS and CFS/CY shipments, the Carrier will only supply special equipment at the specific request of Merchants.

In respect of CFS/CFS cargo, SEP is applicable where it is evident the cargo can only move in containerized form in special containers.

3.4.2.4 Uncontainerable Cargo

Any cargo which has to be loaded breakbulk, i.e. separately from the container / flatrack on which it may or may not finally be stowed, may be accepted for shipment by container vessels. Such shipments are to be considered as break-bulk cargo and freighted. Such delivery/acceptance to/from alongside the vessel will be for account of the Merchant at his risk and expense. LCL service charges will not be applied to such shipment. Normal pre/post shipment charges for conventional break-bulk cargo, however, will apply.

Special Equipment Premium is not applicable.

3.4.2.5 The B/L Minimum Charge

A B/L minimum charge shall be collectable whenever the actual freight charges assessed on the entire bill of lading shipment is under

US\$250 (General cargo)

US\$500 (Dangerous cargo / Temperature controlled cargo)

3.4.2.6 Heavy Lift Charge

CY/CY Shipments

No Heavy Lift charges are applicable.

CY/CFS or CFS/CY Shipments

For individual pieces/packages over 10,000 kilos gross weight shipped, one half the Heavy Lift charges listed below will apply.

CFS/CFS and Uncontainerable Shipments

For individual pieces/packages over 10,000 kilos gross weight shipped, the full Heavy Lift charges listed below apply.

CAF and BAF

Heavy Lift charges are not subject to CAF or BAF

Scale of Heavy Lift Charges (Rounding-off nearest 5 dollars)
– unless otherwise agreed

Metric tons over and up to -	Per 1000 kilos extra US \$
10 - 15	71.75
15 - 20	89.75
20 - 25	106.50
25 - 30	123.20
30 - 35	139.90
35 - 40	153.25
40 - 45	166.65
45 - 50	180.00
50 - 55	189.20
55 - 60	198.30
60 - 65	207.50
65 - 70	216.60
70 - 75	225.70
75 - 80	234.80
80 - 85	243.90
85 - 90	253.05

90 - 95	261.75
95 - 100	271.25
100 - 105	276.65
105 - 110	280.35
110 - 115	285.85
115 - 120	289.50
120 - 125	294.95
125 - 130	298.60
130 - 135	304.05
135 - 140	307.70
140 - 145	313.25
145 - 150	316.80
150 - 155	318.70
155 - 160	320.55
160 - 165	322.25
165 - 170	324.15
170 - 175	325.90
175 - 180	327.75
180 - 185	329.55
185 - 190	331.45
190 - 195	333.25
195 - 200	335.10

Over 200 metric tons refer

3.4.2.7 Optional Destinations

(i) FCL or Uncontainerable CGO Delivery

The Merchant may at the time of booking cargo and at the carrier's discretion request Bills of Lading given the option of delivery at two or more ports or container terminals. Declaration of the required port or terminal must be made 5 days before the vessel's due date of arrival at the first European port or terminal. The actual expenses incurred more than the following fees will be the account of Merchant. :-

FCL Cargo

Number of terminals 20ft FCL 40ft FCL

in the option	Other than from Japan	
	USD	USD
2	161.00	243.00
3	233.00	347.00
each additional terminal over 3	70.00	105.00

Uncontainerable Cargo

Number of terminals in the option	Eastbound	Westbound
	General cargo	Other than from Japan
	USD	USD
2	6.05	6.10
3	12.05	6.10
each additional port over 3	6.05	3.05

subject to a minimum
charge of \$6.90

Optional Destinations General Notes

Ocean freight and charges will be calculated on the basis of the highest rated port or terminal. If the port or terminal of delivery when declared is subject to lower freight and charges, a refund will be made to the holder of the Bill of Lading.

(ii) LCL Delivery

This facility is not available for cargo delivered LCL.

3.4.2.8 Terminal Security Charge

(Refer to our website for the charge of individual areas/points)

- (i) A Security Terminal Charge will be applicable on all cargo that load and discharge at the ports:

- (ii) In addition to any other applicable rate and charges, the merchant shall be liable for payment of any charges imposed on the carrier by any marine terminal or other third party to cover security-related costs. The pass-through under this rule is independent of, and in addition to, any security charge that may be imposed by the Carrier under any other provision of this tariff. This provision only applies to security charges not specifically addressed elsewhere in this tariff.

3.4.2.9 Change of Destination (COD)

(A) Definition of COD

A COD is a change to the destination port(POD) and/or point(DEL) as such terms are defined in the original booking or bill of lading at the time the carrier has taken receipt of the cargo.

(B) Conditions of COD

A request for COD must be made in writing and be given to the ocean carrier at least three (3) business days prior to the arrival of carrier's vessel at port of discharge. COD is subject to the agreement of the carrier.

(C) COD Charge

(1) Administrative Fee (Diversion Charge)

After receipt of cargo by the carrier, carrier will assess the following administrative fee for each change of origin or destination port(POD) and/or point(DEL) as defined in the booking or bill of lading once carrier has taken receipt of the cargo.

* DVC (Diversion Charge) : USD 300 per Box, in case of any additional operational costs involved

* DVC (Diversion Charge) : USD 300 per B/L, in case of documentation amendment only

(2) Operational charges for additional handling costs

Carrier will assess operational charges for additional handling costs subject to minimum COD charge, USD200/400 per 20ft/40ft. All expenses incurred for the COD shall be collected prior to the release of the cargo.

* Minimum charge will not be applied to the cargo with no actual costs

involved.

3.4.2.10 Change of Delivery Term

Change of Delivery status can be granted at Carrier's discretion, from CY to CFS and from CFS to CY, provided requests are received in good time before the arrival of the cargo at the port of destination. All ocean Freight, Terminal Handling Charges, LCL Service Charges and Inland Haulage Charges will be applied and adjusted to accord with the revised delivery term.

3.4.2.11 Packages of Value Exceeding the Carrier's Normal Bill of Lading Liability

If Merchants desire the Carrier to be responsible for a value in excess of the statutory limitation prescribed in the Carrier's Bill of Lading, they must state to the Carrier in writing, in time to permit special reception and stowage, the value, *gross weight and measurement and a full description of the goods and they must obtain the Carrier's agreement to accept the increased liability.*

The increased liability will only be assumed by the Carrier upon payment of 1% ad valorem on the full declared value of the goods, this payment is to be in addition to the ocean freight.

3.4.2.12 Long Length Charge

Long Length additional apply only for lengths in excess of 12.25 Metres as follows :

Long Length Charges are not subject to CAF or BAF.

Scale of Charges.

Scale of Non - Standard Lift charges (Rounding off to the nearest five dollars)

Per Freight Ton Extra (on the same basis as the commodity rate)

	USD
12.25 metres and up to 14.00 metres	155.99
14.00 metres and up to 15.50 metres	162.40
15.50 metres and up to 17.00 metres	169.80
17.00 metres and up to 18.50 metres	177.20
18.50 metres and up to 20.00 metres	184.60

20.00 metres and up to 21.50 metres	192.00
21.50 metres and up to 23.00 metres	199.40
20.00 metres and up to 24.50 metres	206.80
24.50 metres and up to 26.00 metres	214.20
26.00 metres and up to 27.50 metres	221.60
27.50 metres and up to 29.00 metres	229.00
29.00 metres and up to 30.50 metres	236.40
over 30.50 metres	Refer

3.4.2.13 Documentation Handling Fee (B/L Preparation Fee)

- (i) Documentation Handling Fee to be prepaid will be assessed by Carrier prior to issuance of Bill of Lading or Waybill.
- (ii) Where the place of Bill of Lading or Waybill being released to the Merchant is different from the place of cargo origin, the appropriate Documentation Handling Fee from the Bill of Lading or Waybill issuing place will be assessed irregardless of the cargo origin.
- (iii) The amount of Documentation Handling Fee per each origin can be found on our website.
- (iv) The terminology of 'B/L Preparation Fee' can be used instead of Documentation Handling Fee.

3.4.2.14 B/L Surrender Fee

At the request of shipper or a holder of full set of original bill of lading, and based on customer payment history and credit standing, carrier may transmit cargo release instruction to the port of discharge or destination port for a given shipment. A bill of lading surrender fee shall be assessed depending on the port of loading or the origin country in which the service is performed.

3.4.2.15 War Risk Surcharge

In the event that threat, existence or continuance of any present or future war or warlike conditions of hostilities or civil commotion or the existence or continuance of conditions or cessation or prohibition of intercourse (commercial or otherwise) between nations or measures taken by any government or governments which, in the opinion of Carrier indicates that there is a danger of any of the foregoing which may render impossible performance of its obligations due to the requisition, seizure or loss of any of Carrier's vessels or any other cause whatsoever, whether similar or dissimilar, or which, in Carrier's sole judgment may directly or indirectly result in

the imposition upon Carrier of any undue financial or other hardship or burden in the performance of its obligations or in an increase in rates of freight charged for Ocean Transportation generally, or in this trade, Carrier reserves the right of forthwith canceling or suspending any or all of the obligations expressed under this engagement and/or tariff and/or relative contracts and/or booking notes. So far as cargo actually shipped may be concerned, the provisions of Carrier's bill of lading will apply.

Carrier will institute a war risk surcharge in response to the aforementioned conditions as, in its sole judgment, may be required. This clause will not affect or supersede any provision in any contract for carriage that permits carrier to cancel such contract in the event of hostilities breaking out or threatening to break out.

3.4.2.16 Loose garments on hangers (GOH)
(Refer to Section 3.10.5 for the GOH charges of individual areas/points)

(i) Garments On Hangers - GOH containers

Carrier may accept containers loaded with Loose Garments On Hangers on a CY basis only. Containers must have special hanger fittings such as beams (metal or wooden), plastic lining and ropes on which the loose garments on hangers have been securely placed.

All expenses associated with hanger materials, installation of special hanger fittings and placement of Loose Garments On Hangers securely onto the special hanger fittings are the responsibility of the merchant. Such shipments are subject to the following additional charges:

(ii) Garments On Hangers removal costs

For Garments On Hangers installed by Shippers, removal charges per container shall apply when the Carrier must disassemble the hangers

3.4.2.17 EDI Fee

3.4.2.18 Emergency Charge

3.4.2.19 Fuel Recovery Charge (FRC)

3.4.2.20 Entry Summary Declaration Surcharge (ENS)

3.5 MERCHANT SUPPLIED CONTAINERS

3.5.1 General Requirements

Subject to the following conditions, Merchant supplied/owned containers may be accepted by the Carrier

1. Such containers must comply in all respects with both ISO and other National Legislative Safety Standards and must be suitable for carriage in vessels operated or space chartered by the Carrier. Merchants must hold and may be required to produce to the Carrier, current certificates, showing that the container is in every respect fit and suitable for the carriage of the commodity in question. Merchants may also be required to produce, on demand, evidence of ownership or lease.

Equipment Transfer Charges will apply to Merchant supplied containers delivered to or collected from a Carrier's CY at the rate applicable to a Carrier's ordinary general cargo container of the same size.

2. In no circumstance will Carrier make any contribution towards container hire when Merchant choose to effect shipment in Merchant owned or Merchant leased containers

3. Except as otherwise agreed, Merchant supplied/owned containers will be freighted on a per container basis, including any empty return or positioning moves.

4. Unless otherwise agreed, Merchant supplied/owned containers will be subject to all Tariff terms, conditions and ancillary charges, including but not limited to, Terminal Handling Charges, pre and post shipment additional, Currency and Bunker Adjustment Factors, Out of Gauge Surcharge, and Inland charges, etc. Merchant containers will, however, not be subject to any tariffed special equipment container premiums.

5. See separate additional rules for Merchant supplied containers for Liquid in Liner Bags, Dry Bulk, and Tank containers, as specified in this Tariff.

6. In respect of Merchant supplied/owned temperature controlled containers, the Carrier will not be responsible for any consequences arising or resulting from any defect and/or breakdown of the temperature control apparatus of the container.

7. This rule will be under constant review and is subject to change without notice.

3.5.2 Freightng

3.5.2.1 Tank Containers

Quotations will only be given for each complete separate movement, either loaded or empty, calculated in accordance with the following: -

40' x 8' up to 8'6' configurations
20' x 8' up to 8'6' configurations
40' x 8' x 4'3" configurations
20' x 8' x 4'3' configurations

(a) Loaded Movements

Unless otherwise agreed, all surcharges will be applied in addition to freight to ports listed in the Ocean Tariff. Tank containers must be filled to at least 90 percent volume capacity.

(b) Empty (return or positioning) Movements

Empty (return or positioning) movements will be freighted at the following lump-sum freights: -

	20' Containers	40' Containers
	Full height and Half height	Full height and Half height
	USD	USD
Japan	1790	3580
Busan	1620	3240
Taiwan	1575	3150
Hong Kong	1470	2940
Manila	1460	2920
Singapore/W.Malaysia	1460	2920
Bangkok	1460	2920

N.B. Only one charge shall apply whether one or two halfheight containers are shipped.

(c) Port Additional

The appropriate Tariff additional for movements before or after the ocean movement will be charged as shown in the ocean Tariff.

(d) Conditions

To benefit from the freighting above for empty (return or positioning) movements, the Merchant must provide a certificate reading either:-

"We hereby certify that Tank Container No. is moving empty to (port of discharge) and will return in a loaded condition by latest (date) from (Port of loading) to (port of discharge)."; or

"We hereby certify that Tank Container No. moved in a loaded condition to (port of discharge) by (Vessel) on (Date), as evidenced by the attached copy Bill of Lading.'

Return/Positioning moves must be made within a period of three months after/before the date of the loaded otherwise freight will be charged at the full tariff rates applicable to returned empty containers.

If at any time (and whether or not any allowance for expansion of the liquid has been agreed between the Carrier and the Merchant) it appears the liquid/gas is or may become a danger to any person or property, the Carrier may, without liability, discharge from the tank as much of the contents as he considers necessary to avert such danger. The Merchant will reimburse the Carrier for all expenses and losses incurred as a result of this.

When Carriers are requested to connect Tank Containers to vessels' power supply, for heating, the following premiums will apply: -

	For shipments from Europe	For shipments from Asia
20' Tank Containers	US\$ 370 per container	US\$ 390
40' Tank Containers	US\$ 740 per container	US\$ 780

Carrier's offering this facility cannot accept responsibility for damage to the Tank Container or the cargo, as a consequence of any failure of the connection to or equipment within the Tank Container.

3.5.2.2 Glass Plate and Sheet Eastbound

Unless otherwise agreed, for the loaded Eastbound movement freight will be assess at the tariff rates.

For the return movement of 20' Standard Units the following levels of freight will apply:-

	USD nett
	Subject to CAF/BAF
Japan	2205
Busan	1610
Taiwan	1560
Hong Kong	1445
Manila	1235
Singapore/W. Malaysia	1435
Bangkok	1695

The levels of freight for return for 20' Non-Standard Units will be: -

	USD nett
	Subject to CAF/BAF
Japan	2620
Busan	1910
Taiwan	1900
Hong Kong	1750
Manila	1500
Singapore/W. Malaysia	1750
Bangkok	2015

3.5.2.3 Livestock in Merchant Supplied Containers

Refer.

Fodder/Litter

Fodder and Litter for use during transit are to be accepted on an FCL basis only.
For the return movement, the following levels of freight will apply: -

	USD nett
	Subject to CAF/BAF
Japan	2205
Busan	1610
Taiwan	1560
Hong Kong	1445
Manila	1235

Singapore/W. Malaysia	1435
Bangkok	1695

3.6 ADDITIONAL SERVICES AND CHARGES

The Carrier may provide additional services at the request of Merchants, at not less than cost, including: -

- (a) Work arising from Customs, Quarantine, Health or other Official Bodies requirements.
 - (b) Special apparatus and/or additional labour.
 - (c) Work arising from any oversight, error or omission, etc by the Merchant.
-