



**TARIFF ODFL 666-E
CANCELS
ODFL 666-D**

OLD DOMINION

FREIGHT LINE, INC.

MC – 107478

BETWEEN POINTS IN THE UNITED STATES

AND

**BETWEEN POINTS IN THE UNITED STATES, ON THE ONE HAND,
AND POINTS IN CANADA , ON THE OTHER HAND**

OCEAN FREIGHT RULES TARIFF

**THIS TARIFF APPLIES ON INTERSTATE, INTRASTATE AND FOREIGN COMMERCE
AND THEN ONLY ON SHIPMENTS HAVING A PRIOR OR SUBSEQUENT MOVE VIA WATER.**

**FOR REFERENCE TO GOVERNING PUBLICATIONS, SEE ITEM 100 OF
RULES TARIFF ODFL 100 SERIES.**

**EFFECTIVE: October 12, 2009,
(contains all changes from amendments thru December 21, 2009)**

ISSUED BY:

PRICING DEPARTMENT

500 OLD DOMINION WAY

THOMASVILLE, NORTH CAROLINA 27360

TARIFF ODFL 666-E

OCEAN RULES

ITEM 3100

SCOPE - OCEAN

Rules, and regulations in this tariff apply on shipments

FROM Asia (Ports or Points)

TO the United States (Ports or Points) named below.

All shipments handled under this tariff shall be transported from Origin Port or Point to Destination Port or Point under Carrier's Bill of Lading (See Item 3350) and shall be governed by the terms thereof.

Except as otherwise specifically provided in this Tariff, rates and conditions apply to service provided by the Carrier:

A. FROM: FOREIGN PORTS AND POINTS:

1. NORTHEAST ASIA PORTS -

CHINA:	Dalian, Huangpu, Guangzhou, Qingdao, Shanghai, Tianjin, Xingang, Xiamen, Fuzhou
JAPAN:	Kobe, Nagoya, Naha, Osaka, Tokyo, Yokohama
KOREA REPUBLIC OF:	Busan, Inchon
MACAU:	Macau
HONG KONG:	Hong Kong
TAIWAN:	Keelung, Kaohsiung, Taichung

2. SOUTHEAST ASIA PORTS -

BRUNEI:	Muara
PHILIPPINES:	Cebu, Manila
SINGAPORE:	Singapore
MALAYSIA:	Penang, Kelang
INDONESIA:	Belawan, Djakarta, Semarang, Surabaya
THAILAND:	Bangkok
BURMA:	Rangoon

3. INTERCHANGE PORTS -

Foreign Ports as defined in Item 3100, Section A.

4. FOREIGN INTERIOR POINTS (IPI) SERVICE -

Rates apply from or to Foreign Interior Points in all countries, as named in specific tariff line items only, via interchange ports named in Item 3100, Section A.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES

ITEM 3100
(Cont.)

SCOPE - OCEAN

B. TO: UNITED STATES PORTS AND POINTS:

1. U.S. PORTS:-

PACIFIC COAST PORTS -:

Long Beach, CA	San Diego, CA
Los Angeles, CA	San Francisco, CA
Oakland, CA	San Pedro, CA
Portland, OR	Seattle, WA
Sacramento, CA	Tacoma, WA

ATLANTIC COAST PORTS -:

Baltimore, MD	Norfolk, VA
Boston, MA	Philadelphia, PA
Charleston, SC	Port Everglades, FL
Elizabeth, NJ	Portland, ME
Jacksonville, FL	Portsmouth, VA
Miami, FL	Savannah, GA
Newark, NJ	Wilmington, DE
Newport News, VA	Wilmington, NC
New York, NY	

GULF COAST PORTS:

Brownsville, TX	Lake Charles, LA
Corpus Christi, TX	Mobile, AL
Galveston, TX	New Orleans, LA
Gulfport, MS	Tampa, FL
Houston, TX	

2. INTERCHANGE PORTS -

Ports in the United States as defined in Item 3100, Section B.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES

ITEM 3100
(Cont.)

SCOPE - OCEAN

B. TO: UNITED STATES PORTS AND POINTS:

3. U.S. INTERIOR POINTS (IPI) SERVICE -

Rates apply from or to U.S. Interior Points in the following states, as named in specific tariff line items only, via interchange ports named in Item 3100, Section B.

Alabama (AL)	Nebraska (NE)
Arizona (AZ)	Nevada (NV)
Arkansas (AR)	New Hampshire (NH)
California (CA)	New Jersey (NJ)
Colorado (CO)	New Mexico (NM)
Connecticut (CT)	New York (NY)
Dist. Of Columbia (DC)	
Delaware (DE)	North Carolina (NC)
Florida (FL)	North Dakota (ND)
Georgia (GA)	Ohio (OH)
Idaho (ID)	Oklahoma (OK)
Illinois (IL)	Oregon (OR)
Indiana (IN)	Pennsylvania (PA)
Iowa (IA)	Rhode Island (RI)
Kansas (KS)	South Carolina (SC)
Kentucky (KY)	South Dakota (SD)
Louisiana (LA)	Tennessee (TN)
Maine (ME)	Texas (TX)
Maryland (MD)	Utah (UT)
Massachusetts (MA)	Vermont (VT)
Michigan (MI)	Virginia (VA)
Minnesota (MN)	Washington (WA)
Mississippi (MS)	West Virginia (WV)
Missouri (MO)	Wisconsin (WI)
Montana (MT)	Wyoming (WY)

4. PUERTO RICO PORTS -

San Juan

C. APPLICATION OF INTERMODAL RATES

1. Rates in this tariff apply from or to U.S. and Foreign Interior Points as specified in individual rate items via Interchange Ports as specified in Item 3100, Section B.
2. Rates are through water-rail, water-rail-motor, water-motor, rail-water, motor-rail-water, or motor-water rates.

(Conc. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES

ITEM 3100
(Conc.)

SCOPE - OCEAN

C. APPLICATION OF INTERMODAL RATES

3. Rates include all charges for switching, drayage and other transfer service (including handling and wharfage) at interchange ports or intermediate points on shipments handled through and not stopped for special service at such interchange ports or intermediate points.
 4. Intermodal Rates apply on shipments in containers, except as provided in the individual rate items.
 5. Except as otherwise specifically provided, all rules, regulations, and charges applicable to U.S. Ports are also applicable to Interior Points via Intermodal (IPI) Service.
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ITEM 3110

CHINA INLANDS - OCEAN

See accessorial or table below.

ITEM 3120

US INLANDS - OCEAN

See accessorial or table below.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3130

APPLICATION OF RATES AND CHARGES - OCEAN

Please see following sub-rules

- A. 1. Carrier's CFS or CY Terminal, Rail Carrier's TOFC/COFC Ramp or Shipper's/Consignor's Premises at Port or Point of Origin TO Carrier's CFS or CY Terminal, Rail Carrier's TOFC/COFC Ramp or Consignees' Premises at Port or Point of Destination, VIA Local Direct Ocean or Through Services, or Joint Motor/Ocean, Rail/Ocean or Motor/Ocean, Rail/Ocean or Motor/Rail/Ocean Service.
2. Except as otherwise provided herein and under rules for containerized cargo, all rates apply from ship's tackle at loading pier, wharf, or anchorage, at tariff base loading port to ship's tackle at the pier, wharf, or anchorage of the carrier or connecting carrier at the port/point of destination named in the bill of lading, and except as may be otherwise provided herein, tolls, wharfage, handling charges, delivery charges and all other expenses beyond ship's tackle are for the account of the owner, shipper or consignee of the cargo. The terms "ship's tackle" defined in this tariff means that location immediately accessible to cargo gear used for lifting cargo and/or containers to or from the vessel.
- B. Rates from/to United States or Interior foreign Points include all charge for Drayage or other transfer service (including Handling and Wharfage) at intermediate points or ports on shipments handled through and not stopped off for special services at such intermediate points or ports. Any such accessorial charges which are assessed against the cargo will be for the account of the cargo, even if Carrier is responsible for the collection thereof.
- C. Unless otherwise specified, cargo received by carrier at CY or CFS at loading port shall be assessed Receiving Charges as set forth in the Sub-Rules under Item 3610. Unless otherwise specified, cargo delivered to consignee at discharge port/inland point shall be assessed Delivery Charges as set forth in the Sub-Rules under Item 3610.

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3130
(Cont.)

APPLICATION OF RATES AND CHARGES - OCEAN

Please see following sub-rules

- D. Rates named in this Tariff are stated in U.S. Currency and except as otherwise provided in individual rate items, apply per weight ton of 1000 Kilos, per measurement ton of 1 Cubic Meter, per Container or Lump sum per shipment as follows:
1. Cargo rated on a "Weight Ton" ("W") basis will be assessed charges on the gross weight of the individual pieces or packages in each shipment.
 2. Cargo rated on a "Measurement Ton" ("M") basis will be assessed charges on the overall measurement of the individual pieces or packages in each shipment.
 3. Cargo rated on an alternation "Weight Ton or Measurement Ton" ("W/M") basis will be assessed charges in accordance with paragraphs 1. or 2. above, whichever produces the greatest revenue to the Carrier.
 4. Cargo rated on a "Per Container" basis will be assessed charges on the basis of a single container by capacity and type.
 5. Cargo rated on a "Lump sum" basis will be assessed charges on the basis of a single complete shipment not exceeding specified maximum weight and/or measurement limits, and/or a maximum number of containers.
- E. Rates named in this Tariff do not include marine or any other insurance maintained for the benefit of the cargo, nor do they include any Consular Fees or Taxes.
- F. Unless otherwise specified, the value of commodities, which are to be rated in accordance with a specific value-scale provided in this Tariff, will be determined on the basis of the value and net weight as declared in a validated United States Export Declaration, Customs Declaration or Customs Entry.
- G. Rates named herein apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically named herein, the Generic, N.O.S. or Cargo, N.O.S. rate will apply.
- H. Except as otherwise specifically provided herein, a shipment as used in this Tariff means a quantity of freight tendered to the Carrier by one Shipper, at one port or point of origin, at one time, on one Bill of Lading, for delivery to one Consignee, at one destination.

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3130
(Cont.)

APPLICATION OF RATES AND CHARGES - OCEAN

Please see following sub-rules

- I. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with Federal Maritime Commission regulations and the Shipping Act of 1984."
- J. CARGO, N.O.S. Articles which are not provided for this tariff will be freighted at the rates named in the commodity classification of "CARGO, N.O.S."
- K. PACKAGES CONTAINING MORE THAN ONE COMMODITY: Unless otherwise provided in this tariff, a package containing more than one commodity must be charged at the rate for the highest rated commodity contained therein, except advertising matter when shipped in the same packages with the commodity it advertises. Advertising matter may be shipped with the goods it advertises, at the rating applying on such goods, whether in the same package or container with goods or in separate container when accompanying the goods, provided the amount of advertising matter does not exceed five percent (5%) of the gross weight of the goods and packing.
- L. RATES ON MIXED SHIPMENTS: When two or more commodities in which no one exceeds 70% of shipment are shipped at one time by one shipper to one consignee at one destination on one Bill of Lading for which different rates are provided in this tariff, the separate rate applicable to each commodity will apply, except as follows:
 - 1. If actual weights and/or measurements for each commodity are not obtainable, charges for the entire shipment will be computed at the rate applicable to the highest rated commodity in the shipment.
 - 2. If two or more commodities are consolidated in a single container or are tendered in a shipper packed container and if all of the rates applicable for each commodity are on a per container basis and actual measurements for each commodity are obtainable, charges shall be prorated based on the percentage of the cubic capacity of container utilized by each commodity. But in no case shall the total charges be less than the lowest per container rate applying on any commodity in the container.

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3130
(Conc.)

APPLICATION OF RATES AND CHARGES - OCEAN

Please see following sub-rules

- M. PROTECTION AGAINST HEAT OR COLD: Except as otherwise provided in individual rate Items of this Tariff, the rates and charges named in this Tariff do not include mechanical refrigeration or heated space service prior to, during or after transportation service.
 - N. Carrier will not accept cargo weighing over 19,000 KGS per piece or package, unless otherwise specified.
 - O. Carrier will not accept cargo measuring over 12 meters per piece or package, unless otherwise specified.
 - P. Carrier will not accept green salted hides and skins for transportation under the terms and conditions of this tariff.
 - Q. Each surcharge, arbitrary or differential, expressed in terms of a percentage, published to apply in this tariff, will be computed separately in accordance with the applicable tariff provisions; and further, each such surcharge or arbitrary will be noted separately on the bill of lading. At no time will any two or more surcharges or arbitraries, expressed in terms of percentage, be combined or compounded in any manner.
 - R. Mixture Requirement: Shipments moving under Commodity Code 99 must consist of 2 or more commodities, no one commodity to exceed 70% of the entire shipment.
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ITEM 3140

DESTINATION DOCUMENTATION CHARGE - OCEAN

All shipments imported into the USA shall be subject to a Destination Documentation Handling Charge of USD \$50.00 per Bill of Lading and this charge will be paid by Consignee in USA.

ITEM 3150

CONTAINER RULES - OCEAN

Upon request, Carrier will provide with ocean-going containers for carriage of cargo, subject to the conditions, provisions and charges named herein.

- A. Definition: As used in this Tariff a container means, regardless of ownership, any single, rigid, non-disposable dry cargo, ventilated, insulated, mechanically refrigerated or heated, portable liquid or dry tank, flat rack, vehicle rack, or open top container without wheels or chassis attached, having a closure (except racks) or permanently hinged door, that allows ready access to interior for loading or unloading of cargo. All types of containers will have withstood, without permanent distortion, all the stresses that may be applied in the normal service use of continuous transportation. The term "Trailer" when used in this Tariff shall be synonymous with and interchangeable with the term "container".

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3150
(Cont.)

CONTAINER RULES - OCEAN

Upon request, Carrier will provide with ocean-going containers for carriage of cargo, subject to the conditions, provisions and charges named herein.

- B. Shipper/Consignee Responsibility/Liability: The Shipper and/or Consignee shall be responsible for the safety and security of any Carrier provided container in its possession under any provision of the rule or Tariff, and for any damage or injury to or loss of the container arising out of the use, operation, maintenance or possessions of such container by the Shipper, Consignee or their agent. Additionally the shipper and/or Consignee shall be responsible for the removal of all blocking, braceing, strapping, paper or debris from the container, or for any solid or liquid contamination of any part of the container, and further shall be liable for the cost of cleaning and/or deodorization of the container to the satisfaction of the carrier. Actual cleaning and/or deodorization of the container must be performed prior to return of the container. Any and all charges for such cleaning services shall be for the account of the Shipper/or Consignee.
- C. Removal of Containers for Loading/Unloading: Empty or loaded containers may be removed from designated CY or RY by the Shipper or his agent for loading and by Consignee or his agent for unloading, subject to the following provisions:
1. Containers must be returned by shipper or Consignee to the CY or RY from which they were removed unless Carrier instructs or agrees that container is to be returned to another location. Containers may only be interchanged during regular working hours, unless prior arrangements have been made for interchange at other times.
 2. Carrier will accept return tender of Shipper loaded and sealed containers at CY or RR subject to the provisions of paragraph D. below, and Bills of Lading issued for such containers shall be noted as "Shipper Load, Stow and Count".

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3150
(Cont.)

CONTAINER RULES - OCEAN

Upon request, Carrier will provide with ocean-going containers for carriage of cargo, subject to the conditions, provisions and charges named herein.

D. Shipper Load, Stow and Count: When containers are loaded and sealed by Shipper, Carrier will accept such shipments as and Bills of Lading shall be noted as, "Shipper Load, Stow and Count", and shall be subject to the following provisions:

1. Carrier will not be responsible or liable, either directly or indirectly, for any damage resulting from the improper stowage, loading, or mixing of articles in containers, nor for any discrepancy or shortage in the count thereof, nor for any concealed or hidden damage to cargo.
2. All Labor and Materials, such as lashing, bulkheads, cross members, platforms, dunnage, pallets or other similar materials, used to block, brace or secure cargo in container for safe transportation must be supplied by and at the expense of the Shipper. Carrier will not be responsible for, and rates named in this Tariff do not include, the return or exchange of such materials after use. Materials used for securing, bracing, lashing, etc. (other than normal packaging or pallets) shall not be included in the overall weight or measurements of the cargo for the purposes of calculation freight charges.
3. Shipper must furnish Carrier with a complete list of all cargo in each container, including a complete description of all articles in the container, and the gross weight and cubic measurement of the contents. When Shipper fails to provide a list setting forth the description of cargo and the overall weight and measurement of the contents of each.
4. Carrier reserves the right to open, inspect and recalculate dimensions of cargo or to verify the contents of any container with respect to description, weight and/or measurement. When Carrier opens a container such inspection will be indicated on the Bill of Lading and container will be resealed with Carrier's seal. Where any error in description, weight or measurement is found, shipper shall be re-billed for all freight or additional charges due. Upon inspection of the container contents, if Carrier judges the packing or securing of cargo to be inadequate, the Carrier shall, at its option, either refuse to transport the cargo or shall repack and re-secure the cargo in the container. Any repacking or re-securing expenses shall be for the account of cargo.
5. Shippers placing locking devices on loaded containers must assume full responsibility for getting the proper key to the Consignee.
6. When containers subject to "Shippers Load, Stow and Count" are delivered, Consignee or his agent must furnish Carrier with a clean receipt prior to release of the container or contents for delivery.

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3150
(Conc.)

CONTAINER RULES - OCEAN

Upon request, Carrier will provide with ocean-going containers for carriage of cargo, subject to the conditions, provisions and charges named herein.

D. Shipper Load, Stow and Count: When containers are loaded and sealed by Shipper, Carrier will accept such shipments as and Bills of Lading shall be noted as, "Shipper Load, Stow and Count", and shall be subject to the following provisions:

7. All cargo loaded in a single container must be destined to a single port or point. Further, containers destined to more than one ultimate receiver must be consigned to a single Consignee.

8. Carrier will accept hazardous, dangerous or objectionable cargo loaded in containers only when Shipper has obtained Carrier's prior approval, and only when shipper has complied with all packing, labeling, marking listed in Item 3530 of this Tariff.

E. "On-Deck" Stowage: All cargo loaded on containers or other equipment may be stowed on-deck or under-deck at Carrier's option. Bills of Lading, Certificates, Letters of Credit or other documents requiring specific stowage shall not be issued and will not be accepted by Carrier, except when required by governmental agency.

F. Gross Weight Restriction: Gross weight of loaded containers cannot exceed highway limitations, unless specifically authorized by relevant governmental authorities, and in no event shall the gross weight exceed the maximum weight capacity of the container. Further, without regard to intent, negligence or any other factor, Shipper, Consignee or their agents shall be and will remain jointly, severally and absolutely liable for any fine, penalty or other sanction imposed by any governmental authority on containers exceeding lawful over-the-road weight limitations when moving in transportation service provided under this Tariff.

G. Should any Customs or other governmental authority order or require cargo to be discharged or unloaded from container for inspection or examination, or should any governmental authorities impound, seize or detain cargo or container for any reason, all charges and expenses, including any applicable demurrage, detention or per diem charges, will be paid by the Shipper, Consignee or their agent. Moreover, Carrier will assume no risk or liability for the actions or omissions of such authorities or their agents.

ITEM 3160

PRIOR BOOKING - OCEAN

All full Container load shipments transported under the provisions of this Tariff must be booked with the Carrier prior to the shipment. Cargo Booking must be made sufficiently in advance of scheduled sailing so that empty container(s) may be made available for loading at Shipper's premises, and returned to Carrier's Port Terminal or Container Yard prior to departure date of vessel on which cargo has been booked. Shipper must specify the cargo to be transported and the number and type of container(s) desired to accommodate shipment(s) at time of booking.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3165

CLEAN TRUCK FEE (ENVIRONMENTAL) - OCEAN

A Clean Truck Fee will be applied to all containerized freight discharged at the Ports of Long Beach, Los Angeles or San Pedro. The fees are:

20-FT \$35 per Container
40-FT \$70 per Container
40-FT HC \$70 per Container
45-FT \$70 per Container

ITEM 3170

SUBSTITUTION OF EQUIPMENT OR SERVICE - OCEAN

Carrier may, at its option, substitute rail or motor carrier equipment for any inland through transportation service named in this Tariff. Where such substitution service is performed in the U.S., the services of duly authorized domestic inland carriers will be utilized to the extent required by law. Substitution of equipment will not affect Carrier's rates or charges for transportation service, nor shall it affect Carrier's liability or responsibilities to the Shipper or Consignee. Charges for such substitution service shall not be assessed against the cargo, Shipper or Consignee, but shall be paid by the Carrier.

ITEM 3180

PACKAGING AND MARKS - OCEAN

When a specific method, type or size of packing is specified in an individual rate item named in this Tariff, such rate will only apply on shipments of the commodity so packed. Additionally all shipments will be subject to the following packing provisions:

- A. All shipments tendered to the Carrier must be packed in such a manner as to insure safe transportation with ordinary care. Such packing shall at least meet the standards set for shipping within the boundaries of the United States, and shall at least be, in the cargo from damage during ordinary transportation and handling. Carrier will assume no liability for any damage to cargo caused by negligent or improper packing.
- B. Except on FCL shipments subject to "Shipper Load, Stow and Count", all individual pieces, packages, cartons or units included in a shipment must bear: Marks and Numbers, Place of Destination and Origin (including country), and the Name and Address of both (The Shipper and Consignee) in the case of shipments moving on "Order Notify" Bills of Lading on which are consigned "C.O.D.", all pieces, packages, cartons, or units must also be marked accordingly. The Carrier will not be responsible for Shipper's failure to observe the marking regulations of the destination country, nor for the accuracy of Shipper furnished labels and /or information used to prepare such labels.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3185

GLOBAL OUTLAY FEES - OCEAN

An outlay fee will be applied to all taxes and duties outlaid by ODFL on behalf of the customer. The outlay fee shall be as follows:

When the total amount outlaid by ODFL on behalf of customer is:

Less than \$50.00Outlay Fee will be \$0

\$50.00 - \$400.00Outlay Fee will be \$5

Greater than \$400.00Outlay Fee will be \$50

or 5% whichever is greater.

ITEM 3190

METHOD OF COMPUTING FREIGHT - OCEAN

All rates are in U.S. Dollars and unless otherwise specified in individual rate items apply per ton of 1,000 Kgs. (W) or 1 Cubic Meter (M). Rates prefixed by symbols WM are optional weight or measurement rates per ton of 1,000 Kgs., or 1 Cubic Meter and the rate basis yielding the greater revenue will be charged. Except as otherwise provided, the application of gross weight and/or measurement shall be determined as follows:

1. Rates based on a weight (W) basis shall be computed on the gross weight of the shipment. No allowance shall be made for the weight of the package or packaging.
2. Rates based on a cubic measurement (M) basis shall be computed on the total cubic measurement of the shipment or the gross or overall cubic measurement of the individual pieces or packages.
3. Rates based on the cubic measurement of odd size and outside shipments such as aircraft parts, structural steel objects or construction machinery, shall be measured and computed on the dimensions as they would stow or be loaded into Carrier's container(s).
4. Cubic measurement for individual pieces or packages shall be computed in accordance with the following rules:
 - a. All fractions under one-half centimeter are dropped.
 - b. All fractions over one-half centimeter are extended to the next full centimeter.
 - c. Where there is a fraction of exactly one-half centimeter in one dimension, it shall be extended to the next full centimeter.
 - d. Where there are fractions of exactly one-half centimeter in two dimensions, the one in the smaller dimension shall be extended to the next full centimeter and the other dropped.
 - e. Where there are fractions of exactly one-half centimeter in three dimensions, those in the largest and smallest dimensions shall be extended to the next full centimeter and the other dropped.

Unless otherwise stated in the rule, charges will be calculated as follows:

1. Charges stated per container will apply on a full container load, regardless of the rate basis.
 2. Charges stated on a W/M basis when the rate basis is
 - a. Per W/M will apply as freighted;
 - b. Not per W/M (e.g. per container) will apply per W or per M whichever produces the greater revenue;
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For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3200

BILL OF LADING DESCRIPTION - OCEAN

- A. Except as otherwise provided, Shipper must furnish all documents required to export cargo from country of origin, to import cargo into country of destination, or to transport cargo throughout countries between origin and destination.
 - B. EXPORT FROM THE UNITED STATES: Description of commodities shall be uniform on all copies of the Bill of United States Export Declaration and foreign Consular the shipment. The Carrier Shall verify the Bill of Lading description with the validated by U.S. Export Declaration. Amendments in the description of the commodities will be accepted only if validated by United States Customs. If shipments are not covered by a Shipper's Export Declaration, as permitted by Export Control regulations, Shippers must insert the applicable commodity Schedule B number in the Line Copy of the Bill of Lading.
 - C. IMPORT INTO THE UNITED STATES: Description of commodities shall be uniform on all copies of the Bill of Lading and must be conformity with Customs Declaration or Customs Entry and Consular Documents. Amendments in the description of the commodities will be accepted only when supported by customs Declaration or customs Entry and Consular Documents.
 - D. Trade names are not acceptable commodity descriptions. Shippers are required to declare their commodities by their generally accepted generic or common name.
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ITEM 3210

TRANSPORTATION SERVICE - OCEAN

1. Carrier is not obligated to transport cargo in any particular container or type of container or equipment (except as specified in individual rate Items of this Tariff or in conformity with Item 3530), or via any particular vessel, ocean, water, rail, motor, or air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of underlying or inland carriers to be used of or all or any portion of the transportation of cargo shall be at the sole discretion of the Carrier.
 2. Nothing in this Tariff shall be construed as requiring Carrier to transport cargo or furnish service for which it does not have, or cannot obtain suitable or sufficient equipment, nor to accept cargo when underlying vessel carrier or inland carrier services are not available.
 3. Nothing in this Tariff shall be construed as to create any obligation for the Carrier to institute or maintain any service: from or to any port or point named in this Tariff if the facilities, transportation media or space is unavailable; or from or to any port or point where it is impractical, unsafe or unlawful to operate transportation equipment; or if strikes, labor disturbances, civil commotion, military actions, or riots are occurring at the time shipment is tendered or to be delivered.
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For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3215

FULL VALUE COVERAGE - OCEAN

Rates do not include Marine Insurance or any other class of type of insurance. ODFL can provide Full Value Coverage on prepaid shipments only conveyed by ocean carriers, subject to the following terms and conditions:

1. COMMODITIES: New commercial merchandise and other lawful merchandise incidental to the covered merchandise. However, coverage is not applicable to household goods, personal effects, and all articles as defined in Item 780 of ODFL Rules 100 Tariff.
2. DECLARATION: The request for Full Value Coverage must be declared on the original Bill of Lading before the shipment is picked up by ODFL or its agent. FOR EXAMPLE: "Full Value Coverage of \$25,000 requested" ODFL will not accept any request for insurance on a corrected waybill or bill of lading after the shipment has been picked up by ODFL.
Coverage commences from the time ODFL or its agent takes possession of the goods and continues in force during the ordinary and customary course of transit to the final destination.
3. VALUATION: Valued at amount of invoice that has been supplied by the shipper or consignee on the bill of lading, freight charges, plus 10%.
4. LIMITS OF LIABILITY: Regardless of the declared value the maximum liability for ocean conveyance shall be \$250,000.00 for any one shipment and not more than \$500,000 via any one vessel, any one conveyance, any one event or any one loss.
5. PERILS EXCLUDED: This coverage does not insure against loss or damage caused by or resulting from the following:
 - a. Delay, loss of market, loss of use, interruption of business, or any consequential damages.
 - b. Mechanical breakdown, inherent vice or defect, wear and tear, insects, vermin, or gradual deterioration.
 - c. Neglect of the Assured to use all reasonable means to save and preserve the property at the time of or after any loss or damage.
 - d. Nuclear incident, radiation, contamination, controlled or uncontrolled, while shipments are in possession of ODFL.
6. APPROVED CARRIERS: Operating vessels maintained in class, excluding barges, being regular line iron or steel steamers or motor vessels operating in regular trade less than 25 years old.
7. RATES: For and in consideration of the Full Value Coverage provided by ODFL, charges shall be assessed as follows:
 - a. \$1.00 per one hundred dollars of valuation for shipments valued at a value of less than \$100,000 as defined in Item 3 or 4 above.
 - b. \$0.70 per one hundred dollars of valuation for shipments valued at a value of \$100,000 or more as defined in Item 3 or 4 above.
 - c. The minimum charge shall be not less than \$45.00 regardless of valuation.Rates do not include Marine Insurance or any other class of type of insurance. ODFL can provide Full Value Coverage on prepaid shipments only conveyed by ocean carriers, subject to the following terms and conditions:

For explanation of abbreviations, notes and reference marks, see Item 15000.

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OCEAN RULES
(For application, see Item 3100)

8. CLAIMS: Should any loss or damage claims occur, all claims must be submitted to ODFL for its determination of liability within nine (9) months of the date of delivery or the expected date of delivery. Valid claims shall be paid to claimant by ODFL. Claims for concealed loss or damage must be submitted within 15 calendar days of delivery so ODFL can respond with a proper inspection of the freight and circumstances. Failure to advise ODFL timely will lead to the claim request being denied. All other provisions of the ODFL Rules 100 Tariff are incorporated herein except to the extent modified in this Rule.
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ITEM 3220

ORIGIN DOCUMENTATION CHARGE - OCEAN

All shipments exported from Asia shall be subject to an Origin Documentation Handling Charge.

Ex Hong Kong: HKD 125 per Bill of Lading

Ex China: CNY 125 per Bill of Lading

ITEM 3225

Canceled.

ITEM 3230

ADVANCED MANIFEST SURCHARGE - OCEAN

All shipments ex Asia will be subject to an Advanced Manifest Surcharge as listed below:

\$30 per Bill of Lading.

ITEM 3240

CUSTOM CLEARANCE - OCEAN AND INTERNATIONAL AIR

All shipments where the Importer of Record has requested Customs Clearance through Old Dominion will have the following fees applied:

1. Consumption Entry Fee of \$125.00 per entry with five or less line items, no Other Government Agencies (OGA), no VISA and no Quota
 2. Shipments that exceed five line items will be charged \$7.00 per line item for any lines in excess of five.
 3. If Other Government Agencies are involved, an additional charge of \$60.00 per government agency will be applied.
 4. In the Importer of record does not have a continuous bond in place, a single entry bond will be required. The charges are \$6.00 per \$1,000.00 of commercial value with a minimum charge of \$60.00 per bond.
 5. If Other Government Agencies are involved with clearing the commodity or the commodity is subject to VISA or Quota requirements, the single entry bond will be charged at three times the standard value.
-

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
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(For application, see Item 3100)

6. If the entry cannot be filed via remote location filing (RLF), an additional out port brokerage fee of \$95 per entry will be charged.
7. For shipments with multiple commercial invoices, an additional fee of \$15 per additional invoice will be charged.
8. If a Lacey Act filing is required, the charge is \$30.00 per entry and the Importer of Record must provide the necessary Lacey Act documentation.
9. The Importer of Record is solely responsible for providing all HTSUS or classification numbers to the broker in a timely manner.
10. The Importer of Record is solely responsible for payment of all taxes and duties to the US Government.
 - (a) Old Dominion makes no express or implied warranties in connection with its services;
 - (b) Subject to (c) below, Old Dominion shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to the customer, including loss or damage to customer's goods, and Old Dominion shall in no event be liable for the acts of third parties;
 - (c) In connection with all services performed by the Old Dominion, the customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transaction(s);
 - (d) In the absence of additional coverage under (b) above, Old Dominion's liability shall be limited to the following:
 - (i) where the claim arises from activities other than those relating to customs brokerage, \$50.00 per shipment or transaction, or
 - (ii) where the claim arises from activities relating to "Customs business," \$50.00 per entry or the amount of brokerage fees paid to Old Dominion for the entry, whichever is less;
 - (iii) In no event shall Old Dominion be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

For explanation of abbreviations, notes and reference marks, see Item 15000.

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OCEAN RULES
(For application, see Item 3100)

ITEM 3245-A

IMPORT SECURITY FILING (ISF)

- (a) The customer acknowledges they are required to review all documents and declarations prepared and/or filed with the Customs Services, other Government Agency and/or third parties, and will immediately advise the Old Dominion of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customers behalf;

- (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data Old Dominion relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by customer; customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold Old Dominion harmless from any and all claims asserted and/or liability or losses suffered by reason of the customer's failure to disclose information or any incorrect or incomplete or false statement by the customer or its agent, representative or contractor upon which Old Dominion reasonably relied. The customer agrees that the customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods;

- (c) The customer agrees to indemnify, defend, and hold the Old Dominion harmless from any claims and/or liability, fines, penalties and/or attorney's fees arising from the importation or exportation of customers merchandise and/or any conduct of the customer, including but not limited to the inaccuracy of entry, export or security data supplied by the customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold Old Dominion harmless against any and all liability, loss, damages, costs, claims , penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which Old Dominion may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against Old Dominion, it shall give notice in writing to the customer by mail at its address on file with the Old Dominion.

Data provided by IOR or Shipper and ISF filed "complete"
within 72 hours prior to departure.....\$40 / Filing

Data provided by IOR or Shipper and ISF filed "complete"
within 24 hours prior to departure.....\$50 / Filing

Corrections or Changes after departure.....No Charge

Provide ISF information to IOR for direct filing.....\$15 / Shipment

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3250

ISPS - INTERNATIONAL SHIP AND PORT FACILITY SECURITY CHARGES - OCEAN
All cargo imported into the US will be subject to the below Port Security
Charges:

\$8 Per Container.

ITEM 3270

PANAMA CANAL CHARGE - OCEAN

Cargo ex Asia to the US that utilizes the Panama Canal will be subject
to the below charge:

\$260 per container.

ITEM 3275

PANAMA CANAL LOCK IMPROVEMENT SURCHARGE

All shipments passing through the Panama Canal will be subject to a Panama
Canal Lock Improvement Surcharge of \$200.00 (USD) per TEU or \$400.00 (USD)
per FEU for dry containers, reefers, and special equipment.

ITEM 3280

PANAMA CANAL CHARGE TOGGLE RULE - OCEAN

See Item 3270 for applicable text.

ITEM 3290

OTHER SIZES PER FORMULA - OCEAN

1. In the absence of specific per container rate for 20' X 8'6" container,
the standard 20 ft. container shall be rated at 80% of the current
standard 40 ft. container rates and rounded off to the nearest fivr
(5) dollars.
 2. In the absence of specific per container rate for 40' X 9'6" container,
the high cube container shall be rated at 12.5% over and in addition
to the current 40 ft. standard rate and rounded off to the nearest
five (5) dollars.
 3. In the absence of specific per container rate for 45' x 9'6" container,
the 45 ft. high cube container shall be rated at 26.6% percent over
and in addition to the current 40 ft. standard rate and rounded off
to the nearest five (5) dollars
-

ITEM 3300

RATE APPLICABILITY RULE - OCEAN

The rates, charges and rules applicable to a given shipment must be those
published and in effect on the date cargo is received by the common
carrier or its agent (Including originating carriers in the case of rates
for through transportation).

ITEM 3310

HEAVY LIFT - OCEAN

Not Applicable.

ITEM 3320

EXTRA LENGTH - OCEAN

Bills of Lading must show length of each piece or package.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3330

MINIMUM BILL OF LADING CHARGES - OCEAN

The minimum charge per Bill of Lading, unless otherwise provided, shall be:
Cargo ex Shenzhen, Shanghai and Hong Kong:

To USA		\$160 per bill of lading
All other origins:		
To Long Beach	:	\$125 per bill of lading
To USA	:	\$160 per bill of lading

ITEM 3335

PIER PASS or TRAFFIC MITIGATION FEE - OCEAN

A Pier Pass or Traffic Mitigation Fee will be applied to all containerized freight that moves from the Port of Long Beach, CA or the Port of Los Angeles, CA via a dray carrier. The fees are:

20-FT \$50 per Container
40-FT \$100 per Container
40-FT HC \$100 per Container
45-FT \$100 per Container

ITEM 3340

PAYMENT OF FREIGHT CHARGES - OCEAN

A. CURRENCY

Rates and charges are quoted in U.S. currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship carrier's reserve the right, upon publication in conformity with the provisions of the U.S. shipping Act of 1984, as amended, to adjust the rates and charges as required.

B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided, freight and charges shall be paid in United States Dollars

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

1. When freight and charges are prepaid, such payment shall be made no later than the time of release of any original ocean bill of lading by the carrier to the shipper or his duly authorized licensed freight forwarder or agent acting in his behalf.
 2. When freight and charges are billed prepaid they may be paid in U.S. Dollars or at the option of the carrier paid in the currency acceptable to the carrier, provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars.
 3. When freight and charges are paid in other than U.S. currency, conversion to U.S. Dollars shall be at the highest telegraphic transfer selling rate in effect on the date cargo is received by the carrier or its agent.
-

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

E. FREIGHT COLLECT

1. All freight and charges which are billed on a freight collect basis must be paid in U.S. Dollars for the complete originally issued Bill of Lading quantity prior to release of cargo and any portion thereof.
 2. When freight and charges are billed collect they may be paid in U.S. Dollars or at the option of the carrier paid in currency acceptable to the carrier, provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars
 3. When freight and charges are paid in other than U.S. currency, conversion to U.S. Dollars shall be at the highest telegraphic transfer selling rate in effect on the date cargo is received by the carrier or its agent.
-

ITEM 3350

BILL(S) OF LADING - OCEAN

1. DEFINITIONS

For the purpose of this Contract of Carriage:

"Carrier" means Old Dominion Freight Line, Inc. and/or Associated and/or subsidiary companies on whose behalf this Bill of Lading has been signed.

"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has been passed on or by reason of the Consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the transportation of the Goods.

"Combined Transport" means the Carriage of goods by at least two different modes of transport, such as transport by sea, inland waterway, air rail or road, from a place at which the Goods are taken in charge (Place of Receipt) situated in one country to a place designated for delivery (Place of Delivery) situated in another country as indicated on the face hereof.

"Combined Transport Bill of Lading" means the same as a Combined Transport Document, which is a document evidencing contract for the performance and/or procurement of Combined Transport of goods and bearing on its face the term "Negotiable" or "Non-negotiable" "Combined Transport Document issued subject to Uniform Rules for a Combined Transport Document (ICC Publication No. 298)".

"Goods" means the cargo, accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

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

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

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff.

"Hague Rules" means the provisions of the international Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 23rd August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

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ITEM 3350
(Cont.)

BILL(S) OF LADING - OCEAN

1. DEFINITIONS

"ICC" means the International Chamber of Commerce.

"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.

"Shipping Unit" includes freight unit and term "unit" as used in the Hague Rules and Hague-Visby Rules.

2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provision of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING AND INDEMNITY

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

(2) The Merchant undertakes that no claim or allegation shall be made against any person whomsoever by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any such person or any vessel owned by any such person any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such person and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit, and in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent and trustee for such persons.

5. CARRIER'S RESPONSIBILITY

(A) Port to Port Shipment

Where the Carriage called for by this Bill of Lading is Port-to-Port Shipment, then:

(1) The liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading onto any sea-going vessel up to and during discharge from that vessel or from another sea-going vessel into which the Goods shall have been transshipped shall be determined in accordance with any national law making the Hague Rules or the Hague Visby Rules compulsorily applicable this Bill of Lading including the U.S. Carriage of Goods by Sea Act 1936. The Canadian Water Carriage of Goods Act 1936, the Australian Sea Carriage of Goods Act 1924, the New Zealand Sea Carriage of Goods Act 1940 and the United Kingdom Carriage of Goods by Sea Act 1971, or, if there be no such national law in accordance with the Hague Rules. All the terms of this Bill of Lading (except (B) below) shall apply to such Carriage, save that if any term in this Bill of Lading is inconsistent with or repugnant to the Hague Rules or the Hague-Visby Rules as the case may be it shall to the extent of such inconsistency or repugnance and no further be null and void. Notwithstanding the above, the Carrier's liability, if any, shall be limited to loss of or damage to the Goods occurring from and during loading on to any sea-going vessel up to and during discharge from that vessel, and the carrier shall have no liability whatsoever for any loss or damage to the Goods while in its actual or constructive possession before loading or after discharge howsoever caused. In any situation where the exemption contained in the previous sentence may not be valid, the Carrier's liability shall be governed during the periods or the Carrier's actual or constructive possession before loading on to and after discharge from the sea-going vessel by the provisions of the Carriage of Goods by Sea Act of the U.S. (1936) which shall be deemed to be incorporated herein and to apply to such periods.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

- (2) For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the sound value of the Goods is agreed to the invoice value plus freight and insurance if paid.

ITEM 3350
(Cont.)

BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

- (1) Where the stage of Carriage where the loss or damage occurred is not known

(a) Exclusions

Where the stage of Carriage where the loss or damage occurred is now known the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

- (i) an act or omission of the Merchant
- (ii) insufficiency of or defective condition of packing or marking:
- (iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant:
- (iv) inherent vice of the Goods;
- (v) strike, lockout, stoppage or restraint of labor the consequences of which the Carrier could not avoid by the exercise of reasonable diligence:
- (vi) a nuclear incident if the operator of a nuclear installation or person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy:
- (vii) any cause or event which the Carrier could not avoid the consequence whereof he could not prevent by the exercise of reasonable diligence.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

(b) Burden of Proof

The burden of proving that the loss or damage was due to one or more of the causes or events specified in this sub-clause (B) (1) shall rest upon the Carrier. Save that, when the Carrier establishes that in the loss or damage could be attributed to one or more of the causes or events specified in paragraphs (a), (ii), (iii), or (iv) above, it shall be presumed that it was so caused. The Merchant, shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(1) Where the stage of Carriage where the loss or damage occurred is not known

(c) Amount of Compensation

(i) Compensation shall be calculated by reference to the value of such Goods at the place and time when they should have been delivered.

(ii) The Value of the Goods shall be determined according to the current commodity exchange price or if there is no such price, according to the current market price, or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

Compensation shall in no circumstances whatsoever and how-so-ever arising exceed U.S. \$2.00 per kilo, gross weight or U.S. \$500 per package or shipping unit, whichever is the less of the goods lost or damaged unless it is proved that the loss or damage resulted from an act or omission of the Carrier done with the intent to cause damage or recklessly and with the knowledge the damage would probably result.

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For explanation of abbreviations, notes and reference marks, see Item 15000.

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(For application, see Item 3100)

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(Cont.)

BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

- (a) by the provisions contained in any international Convention or national law, which provisions
- (i) cannot be departed from by private contract to the detriment of the Merchant: and
 - (ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make international convention or national law applicable.

Provided that an international convention or national law will determine the Carrier's liability as aforesaid only if it would have been applicable if contract referred to in (ii) above were governed.

- A. Where the loss or damage occurred between the time that the Goods were accepted by the Carrier and the time that the Goods were loaded at the port of loading, by the internal law of the state of the place of acceptance; or
 - B. Where the loss of damage occurred between the time that the Goods were discharged at the final port of discharge and the time that the Goods were delivered to the Merchant, by the internal law of the state of the place of delivery, or
- (b) where no international convention or national law would apply by virtue of (a) above by the Hague Rules, if the loss or damage is known to have occurred at sea or in inland waterways, or

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3350
(Cont.)

BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(c) by the provisions of sub-clause (B) (1) in cases where the provisions of paragraphs (a) and (b) above do not apply. Where under the provisions of this sub-clause (B) (2) the liability of the Carrier shall be determined by the provisions of any international law, this liability shall be determined as though the Carrier were the carrier referred to in any such convention or national law: References in this sub-clause (B) (2) to the internal law of a State shall be deemed to exclude all principles of private international law applied by that State:
For the purposes of this sub-clause (B) (2) references in the Hague Rules to carriage by sea shall be determined to include references to carriage by inland waterways and the Hague Rules shall be construed accordingly.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(A) The Carrier shall procure transportation by carriers (one more) authorized by a competent authority to engage in transportation inland in Canada or in the United States such transportation should be subject to the inland Carrier's contracts of carriage tariffs. The Carrier guarantees the fulfillment of such inland carriers obligations under their contracts and tariffs.

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For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
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(For application, see Item 3100)

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BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(B) As to the services incident to transportation under (A) the Carrier undertakes to procure such service as necessary. All such services will be subject to the usual contracts of persons providing the services. The Carrier guarantees fulfillment of the obligations of such persons under pertinent contracts.

(C) General (applicable to both Port and Port Shipment and Combined Transport).

(1) Negotiability and title to the Goods By accepting this Bill of Lading the Merchant and his transferees agree with the Carrier that unless it is marked "non-negotiable", it shall constitute title to the Goods and the Holder, by endorsement of this Bill of Lading, shall be entitled to receiver or to transfer the Goods described on the face thereof.

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For explanation of abbreviations, notes and reference marks, see Item 15000.

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ITEM 3350
(Cont.)

BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(C) General (applicable to both Port and Port Shipment and Combined Transport).

(2) Delay

The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in sub-clause (B) (2) above the Carrier shall in no circumstances be liable for direct, indirect, or consequential loss or damage caused by delay.

(3) Supply of Containers

The terms of this Bill of Lading Shall govern the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivery to the Merchant.

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BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(C) General (applicable to both Port and Port Shipment and Combined Transport).

(4) Ad Valorem-Declaration of Value

The Liability of the Carrier, if any, shall not exceed the limits prescribed in any applicable national law or international convention unless the nature and value of the goods have been described by the Merchant before shipment and inserted in this bill of lading and extra freight paid on such declared value if required, in that event the declared value shall be the basis for calculating the Carrier's liability, if any, provided such declared value does not exceed the true value of the Goods at destination. Any partial or damage shall be adjusted pro rata on the basis of such declared value.

(5) Hague's Rules Limitation

Subject to (4) above, whenever Hague Rules are applicable otherwise than by national law, in determining the liability of the Carrier, the liability, shall in no event exceed U.S. \$500 per package or shipping unit.

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5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(C) General (applicable to both Port and Port Shipment and Combined Transport).

(6) Scope of Application

Save as otherwise provided herein, the Carrier shall in no circumstances whatsoever, or howsoever arising be liable for direct or indirect or consequential loss or damage. The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether the action be founded in Contract or in tort.

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5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(C) General (applicable to both Port and Port Shipment and Combined Transport).

(7) Notice of loss or damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or, if the loss or damage is not apparent, with three consecutive days thereafter. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

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BILL(S) OF LADING - OCEAN

5. CARRIER'S RESPONSIBILITY

(B) Multimodal Transport

Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(2) Where the stage of Carriage where the loss or damage occurred is known. Notwithstanding anything provided for in sub-clause (B) (1) above and subject to Clause 13 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred the liability of the Carrier in respect of such loss or damage shall be determined.

(d) Not with standing the other provisions in clause 5 (B) (2) when under this Bill of Lading either the place of acceptance or the place of delivery is an inland point in Canada or in the United States the responsibility of the Carrier with the respect to the transportation inland in Canada or in the United States should be as follows:

(C) General (applicable to both Port and Port Shipment and Combined Transport).

(8) Time-Bar

Subject to any provision of this clause 5 to the contrary the Carrier shall be discharged of all liability under this Bill of Lading unless suite brought and notice thereof give to the Carrier with nine months after delivery of the Goods or the date when the Goods should have been delivered.

6. CONTAINERS

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

(2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

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6. CONTAINERS

- (3) If a Container has been stuffed by or on behalf of the Merchant.
- (a) the Carrier shall not be liable for loss of or damage to the Goods
 - (i) caused by the manner in which the Container has been stowed;
 - (ii) caused by the unsuitability of the Goods for carriage in Containers;
 - (iii) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose
 - (a) without any want of due diligence on the part of the Carrier or
 - (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stowed;
 - (iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
 - (b) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A) (iii) (a) above.
- (4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

7. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the Carriage of any person authorized by the Carrier, shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

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8. CARRIAGE AFFECTED BY CONDITIONS OF GOODS

If it appears at any time that the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods or any part thereof, the Carrier may without notice to the Merchant take any measure(s) and/or incur and additional expense to carry or to continue the Carriage thereof, and/or abandon the Carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. DESCRIPTION OF GOODS

- (1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers, packages or other units of weight or other cargoes specified on the face hereof. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.
- (2) Except as provided in sub-clause 9 (1) above, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers of value of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description of particulars.

10. MERCHANTS RESPONSIBILITIES

- (1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and the particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
- (2) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
- (3) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 4 (2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.
- (4) The Merchant shall defend, indemnify and hold harmless the Carriage against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause or from any cause in connection with the Goods for which the Carrier is not responsible.

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11. FREIGHT AND CHARGES

- (1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
- (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable tariff.
- (3) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, re-measure or revalue the contents; and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and The Freight charged or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.
- (4) Except as may be provided to the contrary in the applicable Tariff all unpaid charges shall be paid without any set-off, counter-claim, deduction or stay of execution.
- (5) Freight and liquidated damages under sub-clause 11 (3) above may be recovered by the Carrier from any person falling within the definition of Merchant in Clause 1 whether or not such person is the Shipper.

12. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contribution to whomsoever due and for the cost of recovering the same, and for the purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant. The merchants shall indemnify the carrier against all and any extra costs incurred for any reason whatsoever.

13. DECK CARGO AND LIVESTOCK

- (1) Goods (not being Goods stowed in Containers) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage or whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause what-so-ever.

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13. DECK CARGO AND LIVESTOCK

- (2) Livestock are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising even though caused or contributed to by the act, neglect or default of the Carrier or by the unseaworthiness or unfitness of any vessel, craft, conveyance, container or other place existing at any time. In the event of the Master in his sole discretion, considering that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage, such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with the carriage of such livestock.

14. METHODS AND ROUTE OF TRANSPORTATION

- (1) The Carrier may at any time and without notice to the Merchant-
- (a) use any means of transport, stowage or storage whatsoever;
 - (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever.
 - (c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise;
 - (d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order;
 - (e) load or unload the Goods at any place or port; (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;
 - (f) comply with any order; or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
 - (g) permit the vessel to proceed with or without pilots.
- (2) The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods including undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations. Anything done in accordance with sub-clause (1) or any delay arising there-from shall be deemed to be within the contractual carriage and shall not be a deviation.

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For explanation of abbreviations, notes and reference marks, see Item 15000.

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14. METHODS AND ROUTE OF TRANSPORTATION

- (3) By tendering Goods for Carriage without any written request for Carriage in a specialized Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

15. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the ability of the Goods or any part thereof safely or properly to be carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavors the Carrier (whether or not the Carriage is commenced;) may either-

- (a) Without notice to the Merchant abandon the Carriage of the Goods and place Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods received for Carriage, and the Merchant shall pay any additional costs of Carriage to and delivery and storage at such place or port; or
- (b) Without prejudice to the Carrier's right subsequently to abandon the Carriage under (a) upon notice to the Merchant suspend Carriage of the Goods or any part of them and store them ashore or afloat upon the terms of this Bill of Lading, against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use best endeavors to forward Goods, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but make no representations as to the maximum period between such removal and the forwarding of the Goods to the Place of Deliver named in the Bill of Lading.

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BILL(S) OF LADING - OCEAN

16. DANGEROUS GOODS

- (1) No goods which are or may become dangerous, (including radioactive materials), or which are or may become liable to damage any property whatsoever shall be tendered to the Carrier for Carriage without his express consent in writing and without the Container or other covering in which the goods are to be transported and the goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with any applicable laws, regulations or requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.
- (2) Whether or not the Merchant was aware of the nature of the goods the Merchant shall indemnify the Carrier against all claims, losses, damage or expenses arising in consequence of any breach of the provisions of this clause.
- (3) Nothing contained in this Clause shall deprive the Carrier of any of his right otherwise provided for.

17. REGULATIONS RELATING TO GOODS

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

18. NOTIFICATION AND DELIVERY

- (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant or any obligation hereunder.
- (2) Delivery of the Goods may be demanded only from the Carrier or his representative, and against surrender of an original Bill of Lading duly endorsed where necessary. The Carrier shall be discharged of his obligation to deliver the Goods if, where a Bill of Lading has been issued in a set of more than one original, the Carrier, or his representative, has in good faith delivered the Goods against surrender of one of such originals.

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18. NOTIFICATION AND DELIVERY

- (3) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand or on to any wharf, craft, or place, on any day and at any time, whereupon the liability of the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable. If craft are used, other than at the request of the Merchant, in circumstances where the Goods or that part thereof so discharged could have been discharged ashore without additional delay, the Goods (or that part thereof, as the case may be) shall nevertheless not be deemed to be discharged for the purposes of this Clause and of Clause 5 until they are discharged from such craft. The Merchant shall take delivery of the Goods upon discharge. All expenses, incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.
- (4) Where the Carriage called for by the Bill of Lading is Combined Transport, the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 2).
- (5) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, whether the carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier shall be entitled without notice to un-stow the Goods or that part, thereof if stowed in Containers and or to store the Goods or that part thereof ashore, afloat in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

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BILL(S) OF LADING - OCEAN

18. NOTIFICATION AND DELIVERY

(6) If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under sub-clause (2) or (3) above or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may, without prejudice to any other right which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of the sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

19. BOTH-TO-BLAME COLLISION

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

20. GENERAL AVERAGE

- (1) The carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause is to be considered as incorporated, herein and the Merchant shall provide such security as required by the Carrier in this connection.
- (2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising there-from) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
- (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

21. VARIATION OF THE CONTRACT, ETC.

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.
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22. MULTIMODAL TRANSPORT AND ON BOARD BILLS OF LADING

When used in or endorsed on this Bill of Lading "ON BOARD" shall mean on board the exporting vessel or on board another mode of transport operated by or on behalf of the carrier and en route to the port of loading for loading aboard the carrier's vessel.

23. LAW AND JURISDICTION

Disputes arising under this Bill of Lading shall be determined at the option of the merchant either by U.S. District Court in accordance with the laws of the U.S.A. or by Canadian courts in accordance with the laws of Canada or by courts of Australia in accordance with Australian laws or by the court of New Zealand in accordance with the laws of New Zealand or by United Kingdom courts in accordance with the laws of the United Kingdom of Great Britain. If anything in this Bill of Lading is inconsistent with or repugnant to the laws stipulated in this Bill of Lading it shall only be null and void to the extent of such inconsistency or repugnance.

ITEM 3360

FREIGHT FORWARDER COMPENSATION - OCEAN

Applicable only on shipments exported from the United States.

- A. Compensation to licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, such Forwarder is licensed with the Federal Maritime Commission under section 19(a) of the Shipping Act of 1984, as amended, and has certified in writing that it holds a valid FMC issued Forwarder License (including the number thereof) and has performed the following services.
 - (i.) Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for Carrier's service or confirmed availability of that service.
 - (ii) Prepared and processed the Bill of Lading, Dock Receipt, or other similar document with respect to the shipment.
 - B. Carrier will not pay compensation for services described in paragraph A above more than once on a single shipment.
 - C. Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.
 - D. Compensation will not be paid on any per-carriage, on carriage or advanced charges. The amount of compensation will be a percentage of the Basic Ocean Freight (exclusive of additional charges, arbitraries or surcharges) as specified below.
 - 1.25% of Basic Ocean Freight
 - E. Brokerage commissions may be paid to a bonafide ocean freight broker as defined in 46 CFR Section 510.21(F) for the performance of the service described in such section. Freight forwarder compensation and brokerage commissions may not be paid on the same shipment.
 - F. Invoices for Compensation MUST be presented for payment within 6 (six) months of sailing date of transporting vessel.
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ITEM 3370

SURCHARGES AND ARBITRARIES - OCEAN

Please refer to the sub-rules

ITEM 3380

Canceled.

ITEM 3390

BUNKER ADJUSTMENT FACTOR - OCEAN

Cargo ex Asia to the US will be subject to a Bunker charge as listed below:

US\$ 450.00 per 20' container
US\$ 569.00 per 40' container
US\$ 625.00 per 40'HC container
US\$ 700.00 per 45' container

Cargo ex US to Asia/Africa as follows:

US\$ 700.00 for 20' container
US\$ 900.00 for 40' container
US\$ 900.00 for HC 40' container
US\$ 900.00 for 45' container

Cargo Ex-Europe to the US East Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$500	Per 20' Container
US \$900	Per 40' Container
US \$1010	Per 40' HC Container
US \$1135	Per 45' Container

Cargo Ex-Europe to the US West Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$1200	Per 20' Container
US \$2300	Per 40' Container
US \$2575	Per 40' HC Container
US \$2900	Per 45' Container

Cargo Ex-Mediterranean to the US East Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$1100	Per 40' Container
US \$1250	Per 40' HC Container
US \$1385	Per 45' Container

Cargo Ex-Mediterranean to the US West Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$1100	Per 40' Container
US \$1250	Per 40' HC Container
US \$1385	Per 45' Container

Cargo Ex-West Coast of Africa to the US East Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$200	Per 20' Container
US \$400	Per 40' Container
US \$450	Per 40' HC Container
US \$505	Per 45' Container

Cargo Ex-West Coast of Africa to the US West Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$300	Per 20' Container
US \$500	Per 40' Container
US \$560	Per 40' HC Container
US \$630	Per 45' Container

Cargo Ex-East Coast of South America to the USA will be subject to a Bunker Adjustment Factor charge as listed below:

US \$1000	Per 20' Container
US \$1200	Per 40' Container
US \$1345	Per 40' HC Container
US \$1515	Per 45' Container

Cargo Ex-West Coast of South America to the US West Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$400	Per 20' Container
US \$700	Per 40' Container
US \$785	Per 40' HC Container
US \$885	Per 45' Container

Cargo Ex-West Coast of South America to the US East Coast will be subject to a Bunker Adjustment Factor charge as listed below:

US \$400	Per 20' Container
US \$700	Per 40' Container
US \$785	Per 40' HC Container
US \$885	Per 45' Container

Cargo Ex-Central America to the USA will be subject to a Bunker Adjustment Factor charge as listed below:

US \$150	Per 20' Container
US \$300	Per 40' Container
US \$340	Per 40' HC Container
US \$380	Per 45' Container

Cargo Ex-New Zealand to the USA will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$1000	Per 40' Container
US \$1120	Per 40' HC Container
US \$1260	Per 45' Container

Cargo Ex-Australia to the USA will be subject to a Bunker Adjustment Factor

charge as listed below:

US \$600	Per 20' Container
US \$1000	Per 40' Container
US \$1120	Per 40' HC Container
US \$1260	Per 45' Container

Cargo Ex-US East Coast to Europe will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$800	Per 40' Container
US \$900	Per 40' HC Container
US \$1000	Per 45' Container

Cargo Ex-US West Coast to Europe will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$800	Per 40' Container
US \$900	Per 40' HC Container
US \$1000	Per 45' Container

Cargo Ex-US East Coast to Mediterranean will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$800	Per 40' Container
US \$900	Per 40' HC Container
US \$1000	Per 45' Container

Cargo Ex-US West Coast to Mediterranean will be subject to a Bunker Adjustment Factor charge as listed below:

US \$600	Per 20' Container
US \$800	Per 40' Container
US \$900	Per 40' HC Container
US \$1000	Per 45' Container

Cargo Ex-USA to East Coast South America will be subject to a Bunker Adjustment Factor charge as listed below:

US \$1000	Per 20' Container
US \$1300	Per 40' Container
US \$1455	Per 40' HC Container
US \$1640	Per 45' Container

Cargo Ex-USA to West Coast South America will be subject to a Bunker Adjustment Factor charge as listed below:

US \$400	Per 20' Container
US \$700	Per 40' Container
US \$785	Per 40' HC Container
US \$885	Per 45' Container

Cargo Ex-USA to Central America will be subject to a Bunker Adjustment Factor charge as listed below:

US \$300	Per 20' Container
US \$600	Per 40' Container
US \$675	Per 40' HC Container
US \$755	Per 45' Container

Cargo Ex-USA to Australia or New Zealand will be subject to a Bunker Adjustment Factor charge as listed below:

US \$250	Per 20' Container
US \$400	Per 40' Container
US \$450	Per 40' HC Container
US \$505	Per 45' Container

ITEM 3400
Canceled.

ITEM 3410

INLAND FUEL SURCHARGE - OCEAN

For FCL Cargo:

An Inland Fuel Surcharge of \$58.00 will apply for Store Door Delivery (SDD) cargo.

An Inland Fuel Surcharge of \$195.00 will apply for IPI, RIPI, or MLB cargo.

For LCL Cargo:

An Inland Fuel Surcharge of \$10.00 per w/m will apply on all cargo.

ITEM 3420

SHANGHAI PORT SURCHARGE - OCEAN

For all cargo ex Shanghai the following charge shall be applicable:

\$66	- 20'
\$88	- 40'
\$99	- 40'HC
\$111	- 45'

ITEM 3430

ALAMEDA CORRIDOR SURCHARGE - OCEAN

All cargo moving through the Los Angeles/Long Beach port area via rail may be subject to the below charge:

\$18	- 20'
\$36	- 40'
\$36	- 40'HC
\$40	- 45'

For explanation of abbreviations, notes and reference marks, see Item 15000.

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(For application, see Item 3100)

ITEM 3440

PEAK SEASON SURCHARGE - OCEAN

A Peak Season Surcharge will apply to all cargo ex Asia to the USA as specified:

ORIGIN	DESTINATION	20'	40'	40'HC	45'
Asia	USEC/USGC	\$300.00	\$400.00	\$450.00	\$505.00

ITEM 3450

EQUIPMENT REPOSITIONING SURCHARGE - OCEAN

Cargo ex Asia destined to the below listed locations may be subject to an Equipment Repositioning Surcharge:

Destination	20'	40'	40'HC
ATLANTA, GA	\$75.00	\$100.00	\$115.00
BALTIMORE, MD	\$150.00	\$200.00	\$225.00
BOSTON, MA	\$150.00	\$200.00	\$225.00
CHARLESTON, SC	\$150.00	\$200.00	\$225.00
CHARLOTTE, NC	\$150.00	\$200.00	\$225.00
CHICAGO, IL	\$75.00	\$100.00	\$115.00
CINCINNATI, OH	\$150.00	\$200.00	\$225.00
CLEVELAND, OH	\$150.00	\$200.00	\$225.00
COLUMBUS, OH	\$150.00	\$200.00	\$225.00
DALLAS, TX	\$75.00	\$100.00	\$115.00
DENVER, CO	\$150.00	\$200.00	\$225.00
DETROIT, MI	\$150.00	\$200.00	\$225.00
EL PASO, TX	\$150.00	\$200.00	\$225.00
HOUSTON, TX	\$75.00	\$100.00	\$115.00
JACKSONVILLE, FL	\$150.00	\$200.00	\$225.00
KANSAS CITY, KS	\$75.00	\$100.00	\$115.00
KANSAS CITY, MO	\$75.00	\$100.00	\$115.00
LOUISVILLE, KY	\$150.00	\$200.00	\$225.00
MEMPHIS, TN	\$75.00	\$100.00	\$115.00
MIAMI, FL	\$150.00	\$200.00	\$225.00
MINNEAPOLIS, MN	\$150.00	\$200.00	\$225.00
MOBILE, AL	\$150.00	\$200.00	\$225.00
NASHVILLE, TN	\$150.00	\$200.00	\$225.00
NEW ORLEANS, LA	\$150.00	\$200.00	\$225.00
NEW YORK, NY	\$75.00	\$100.00	\$115.00
NORFOLK, VA	\$150.00	\$200.00	\$225.00
OMAHA, NE	\$150.00	\$200.00	\$225.00
PHILADELPHIA, PA	\$150.00	\$200.00	\$225.00
PITTSBURGH, PA	\$150.00	\$200.00	\$225.00
SALT LAKE CITY, UT	\$150.00	\$200.00	\$225.00
SAVANNAH, GA	\$150.00	\$200.00	\$225.00
ST LOUIS, MO	\$75.00	\$100.00	\$115.00
TAMPA, FL	\$150.00	\$200.00	\$225.00
WORCESTER, MA	\$150.00	\$200.00	\$225.00

ITEM 3460

CURRENCY ADJUSTMENT FACTOR - OCEAN

A Currency Adjustment Factor is not applicable at this time.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
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(For application, see Item 3100)

ITEM 3465

LESS THAN CONTAINER LOAD (LCL) SHIPMENTS - OCEAN

When a Less Than Container Load (LCL) shipment arrives at the Container Freight Station (CFS) in a loose condition, the cost of the pallets and the charge assessed by the CFS to secure the freight on pallets, will be added to the freight bill up to a maximum of \$35.00 per pallet.

ITEM 3470

LOCAL DELIVERY CHARGE - OCEAN

A Local Delivery Charge for LCL cargo will be charged as listed below:

VOLUME	CHARGE (PER M)
Under 2 CBM	\$55.00
2 - 3 CBM	\$28.00
3 - 6 CBM	\$22.00
6 - 10 CBM	\$21.00
10 - 11 CBM	\$19.00
11 - 12 CBM	\$18.00
12 - 14 CBM	\$17.00
14 - 15 CBM	\$16.00
15 - 21 CBM	\$15.00
21 - 24 CBM	\$14.00
24 - 25 CBM	\$13.00
25 - 28 CBM	\$12.00
28 - 36 CBM	\$11.00
36 - 39 CBM	\$10.00
39 - 43 CBM	\$9.00
Over 43 CBM	\$8.00

ITEM 3480

MINIMUM QUANTITY RATES - OCEAN

When two or more freight rates are named for carriage of goods of the same description, over the same route and under similar conditions and the application is dependent upon the quantity of the goods shipped, the total freight charges assessed against the shipment shall not exceed the total charges computed for a larger quantity, if the rate noted alongside a qualification specifying a required minimum quantity (either weight or measurement per container or in containers, will be applicable to the contents of the container(s) and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower rate if the weight or measurement declared for rating purposes is increased to the minimum level.

For explanation of abbreviations, notes and reference marks, see Item 15000.

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(For application, see Item 3100)

ITEM 3490

AD VALOREM RATES - OCEAN

A. General

1. When tariff item specifies an Ad Valorem charge in addition to the base rate or an Ad Valorem charge only, such Ad Valorem charge must be assessed whether or not shipper elects to show the value on the Bill of Lading.
2. On commodities for which the rate is Ad Valorem, the market value at place and time of shipment declared on the Commercial Invoice shall be used.
3. In respect of all other cargo, where the shippers desire to be covered for a valuation in excess of the carrier's liability and/or elect to show value of the goods on the Bill of Lading, Ad Valorem charge shall be assessed in accordance with Clause (b) of this rule.

B. Limit of Carrier's Liability

The liability of the carrier as to the value of shipments at the rates shown in the Common Rates Tariffs shall be determined in accordance with the clauses of the respective carrier's regular Bill of Lading form. If the shippers desire to be covered for valuation in excess of that allowed by the carrier's regular Bill of Lading form, the shippers must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed to be the carrier's at the request of the shippers and upon payment of additional charge of 5.0% Ad Valorem of the total declared FOB valuation in addition to the stipulated rate on the commodities shipped as specified herein.

ITEM 3500

TRANSSHIPMENT - OCEAN

Not Applicable.

For explanation of abbreviations, notes and reference marks, see Item 15000.

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(For application, see Item 3100)

ITEM 3510

CO-LOADING IN FOREIGN COMMERCE - OCEAN

- A. Definition:
For the purposes of this Rule, "Co-Loading" is the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCCs for tendering to an Ocean Common Carrier (VOCC) under the name of one or more NVOCCs (46 CFR 514.15 (b) 14)
- B. Carrier will participate in co-loading with other carriers, by tendering or receiving cargo to or from such carriers.
1. Carrier participates in co-loading agreements on a Carrier-to-Carrier relationship.
 2. Carrier participates in co-loading on a shipper-to-carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo.
- C. When Carrier tenders cargo to another NVOCC for co-loading, whether under a carrier-to-carrier agreement as specified in paragraph B.1., or as a Shipper as specified in paragraph B.2., the Carrier will place a notation reading substantially as specified below on the face of the Bill of Lading covering such co-loaded cargo:
"Carrier has tendered the cargo moving under this Bill of lading to (Name of receiving NVOCC) for co-loading service."
- D. Where Carrier engages in co-loading, Carrier will be responsible to pay any other common carrier's rates and charges in order to transport the shippers cargo to its destination and there will be no additional charges assessed to the shipper.
- E. Carriers liability to the shipper shall be as specified on the carrier's Bill of Lading regardless of whether or not the cargo has been co-loaded.
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ITEM 3515

CARRIER TO CARRIER - CO-LOADING - OCEAN

ODFL, may tender cargo to other NVOCC's [co-loading] rather than tender cargo directly to a vessel operating common carrier [VOCC] for ocean transportation in order to obtain the most cost effective and/or timely routing of its cargo. When the ODFL 'co-loads' its cargo [as defined under article 580.5(c)(14)(i) of Title 46 CFR] the tendering carrier shall state on the face of its bill of lading the following notation:

'Co-loaded with [insert name of NVOCC receiving co-loaded cargo].'

The tendering of cargo to another NVOCC for co-loading does not increase, reduce, alter or remove ODFL's liability for the cargo as stated in ODFL's bill of lading issued at the time of shipment.

The shipment declared on the ODFL's bill of lading shall apply the rates and charges as named in the rate section of this tariff. The shipper and/or consignee shall be liable to ODFL for the freight and charges applied for their shipment. The receiving NVOCC shall issue its bill of lading covering the shipment and will apply the applicable rates and charges named in its tariff for the transportation and/or other services performed by the receiving carrier or its authorized representative[s]. ODFL shall accept shipments for transportation from NVOCC's for co-loading subject to the following conditions:

- a. tendering NVOCC shall issue its own Bill of Lading for each shipment

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OCEAN RULES
(For application, see Item 3100)

- to cover its relationship with its Shipper.
- b. tendering NVOCC shall furnish ODFL with a manifest which shall include the descriptions of the individual commodities with their respective weights, measurements, markings, and piece counts.
 - c. Freight Forwarder Compensation shall not be paid for commodities shipped under this rule.
 - d. Tendering NVOCC shall furnish carrier with documented proof of compliance with Title 46 CFR Part 83 and as required under Rule 25 of this Tariff.
-

ITEM 3520

OPEN RATES IN FOREIGN COMMERCE - OCEAN

Not Applicable.

ITEM 3530

HAZARDOUS CARGO - OCEAN

- A. Explosive, Flammable, Dangerous or Objectionable Cargo will be accepted for transportation under the Rules, Charges and Rates named in this Tariff only after prior arrangements have been made with and accepted by the Ocean Carrier, Which reserves the right to refuse to accept or transport cargo which in the judgment of the Carrier is objectionable or likely to injure the vessel, docks, rail cars, trucks or other cargo, or for which the Carrier can not obtain safe and suitable stowage. Carrier will refuse any shipment of explosive, flammable, dangerous or objectionable cargo when shipping containers, marking and packing or stowage of such cargo is not in accordance and strict compliance with the rules, regulations and provisions prescribed below.
 - B. The transportation of explosive, flammable, dangerous or objectionable cargo, when accepted by Carrier for transportation, must be packed, labeled, marked, and delivered in strict accordance with: 1) U.S. Coast Guard Regulations (46 CFR Parts 146-179); 2) U.S. Department of Transportation (49 CFR Parts 170-179); and 3) the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103, Piccadilly, London, W1V, DAE, England as listed below:
 - Class
 - 1. Explosives
 - 2. Gases, compressed or liquefied or dissolved under pressure
 - 3. Inflammable Liquids
 - 4. Inflammable Solids
 - 5. Oxidizing Substances and Organic Peroxide
 - 6. Poison and Infectious Substances
 - 7. Radioactive Substances
 - 8. Corrosives
 - 9. Miscellaneous Dangerous Substances
 - C. All commodities requiring or restricted to "Stowage On Deck" either in the open or under cover as prescribed in 46 CFR Parts 146-179, and as amended, shall be rated at the applicable Dangerous Cargo, N.O.S. or Cargo, N.O.S. rate named in this Tariff, unless a specific commodity rate for such cargo is provided in this Tariff.
-

For explanation of abbreviations, notes and reference marks, see Item 15000.

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(For application, see Item 3100)

ITEM 3540

GREEN SALTED HIDES IN FOREIGN COMMERCE - OCEAN

The shipping weight for green salted hides shall be either a scale weight or a scale weight minus deduction, which amount and method of computation are specified in the commodity description. The shipper must furnish Carrier a weight certificate or dock receipt from an inland common carrier for each shipment at or before the time the shipment is tendered for ocean transportation.

ITEM 3550

RETURNED CARGO IN FOREIGN COMMERCE - OCEAN

Not Applicable.

ITEM 3560

SHIPPERS REQUESTS IN FOREIGN COMMERCE - OCEAN

- A. Any shipper may file a request, or complaint with the carrier by submitting a written statement. Upon receipt of the statement, the carrier will promptly process the request or complaint for consideration, reach an appropriate decision, and notify the shipper of its decision in writing. If the shipper's request of complaint is denied, the shipper may request the carrier to reconsider its decision by filing an additional statement with the carrier. After further consideration, the shipper shall be notified of the carrier's final decision. Rules implementing this provision shall be set forth in the tariff.
- B. Any request for establishment or alteration of tariff rates shall be submitted in the form and must contain the commodity, value, packing, weight/measurement ratio, prospective volume, proposed rate, origin and destination.
- C. Shippers who wish to engage in consultation with the carrier under Section 5(b)(6) of the Shipper Act 1984, should send their requests in writing to the carrier.
- D. The carrier's address is shown in the ATFI Organization Record.

For explanation of abbreviations, notes and reference marks, see Item 15000.

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OCEAN RULES
(For application, see Item 3100)

ITEM 3570

OVERCHARGE CLAIMS - OCEAN

- A. All claims for adjustment of freight and/or charges must be presented to the carrier in writing within the following items limits:

Complaints seeking freight refund pursuant to Section 11 of the Shipping Act, 1984, must be presented within three (3) years of the date of the Bill of Lading issued by ocean carrier.

- B. For the purposes of uniformity in handling claims for adjustment of freight charges based on alleged errors in cargo description, piece count when cargo is rated on a per package basis, weight and/or measurement, refunds will only be considered as follows:

- (1) Claims must be presented to the carrier in writing and must contain the following original or certified documents:

- (a) Bill of Lading
- (b) Packing List
- (c) Commercial Invoice
- (d) Customs Entry Permit/Import Declaration, as applicable
- (e) Customs Export Declaration, as applicable

- (2) If claim is presented to the carrier in writing before the shipment involved leaves the custody of the carrier, cargo may be inspected at port of loading or at destination by official measurer named by carrier.

All requests for inspection at destination must be made in writing to the carrier. Any expense incurred by the carrier in connection with the investigation of the claim shall be borne by the party responsible for the error, or if no error found, by the claimant.

(Conc. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

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OCEAN RULES
(For application, see Item 3100)

ITEM 3570
(Conc.)

OVERCHARGE CLAIMS - OCEAN

- C. Claims for adjustment of freight other than those based on errors in weight, piece count, measure of description must be accompanied by the documentary evidence set forth in 20, subparagraph B(1) above, and such other evidence as may be essential in support of the claim in question.
 - D. Claims for adjustments in freight and/or charges filed in writing shall be acknowledged by the carrier within 20 days of receipts by written notice to the claimant of the tariff provisions actually applied and claimant's rights under the Shipping Act of 1984.
 - E. Refunds approved under the above procedures will only be paid to the party paying the original freight bill and always provided the full amount of the original freight bill has been paid to the ocean carrier.
 - F. Claims seeking the refund of freight and/or charges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, DC 20573 as follows:
Complaints seeking reparation pursuant to Section 11 of the Shipping Act, 1984, shall be filed within three (3) years after the cause of action accrues.
-

ITEM 3580

USE OF CARRIER EQUIPMENT - OCEAN

Carrier provides no equipment of its own. Should shipper or consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying vessel-operating common carrier shall be for the account of the cargo.

ITEM 3590

AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE - OCEAN

Not Applicable.

ITEM 3600

CARRIER TERMINAL RULES AND CHARGES - OCEAN

Please refer to Item 3610.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3610

ORIGIN TERMINAL HANDLING CHARGE - OCEAN

An Origin Terminal Handling Charge will apply to all cargo exiting the below listed ports as specified:

	20'	40'	40'HC	45'
Changan	141 USD	269 USD	269 USD	340 USD
Chiwan	141 USD	269 USD	269 USD	
Dalian	370 CNY	560 CNY	560 CNY	
Foshan	141 USD	269 USD	269 USD	340 USD
Fuzhou	370 CNY	560 CNY	560 CNY	610 CNY
Guangzhou	370 CNY	560 CNY	560 CNY	690 CNY
Hong Kong	2140 HKD	2855 HKD	2855 HKD	3615 HKD
Huangpu	141 USD	269 USD	269 USD	340 USD
Jiangmen	141 USD	269 USD	269 USD	340 USD
Ningbo	370 CNY	560 CNY	560 CNY	
Qingdao	370 CNY	560 CNY	560 CNY	
Shanghai	370 CNY	560 CNY	560 CNY	
Shantou	141 USD	269 USD	269 USD	340 USD
Shekou	141 USD	269 USD	269 USD	340 USD
Shunde	141 USD	269 USD	269 USD	340 USD
Xiamen	370 CNY	560 CNY	560 CNY	690 CNY
Xingang	370 CNY	560 CNY	560 CNY	
Yantian	141 USD	269 USD	269 USD	340 USD
Zhongshan	141 USD	269 USD	269 USD	
Other Ports	370 CNY	560 CNY	560 CNY	690 CNY

ITEM 3620

NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS - OCEAN

A. Carrier hereby certifies that it has provided the F.M.C. with Evidence that it has a surety bond, as referenced below, in the amount required in 46 CFR 515.21.

Surety Company	Bond No.
-----	-----
Aegis Security	960038
Insurance Company	
385 Washington Street	
St. Paul, MN 55102	

B. As required under 46 CFR 515.24, carrier designates the following person as its legal agent for the service of judicial and administrative process:

Descartes Systems Group
200 Hightower Boulevard
Pittsburgh, PA 15205 USA

C. In any instance in which the above designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission, will be deemed to be the NVOCC's legal agent for service of process.

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3630

CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE - OCEAN

- A. Carrier shall identify and ascertain the status of the shipper tendering the cargo, Viz: Owner of the cargo shippers association, non-vessel operating common carrier or other specified designation.
 - B. Carrier shall state the shipper's status in a clear and legible manner in the shipper identification box on its bill of lading, way bill, or other substitute record of carriage.
 - C. If the shipper or a member of a shippers' association tendering the cargo is identified as a NVOCC, carrier shall obtain documentation that the NVOCC has a tariff and bond as required by sections 8 and 23 of the Shipping Act 1984, CFR 514.15(b) (25) and Public Law 98-237 before carrier accepts or transports cargo for the account of the NVOCC. A copy of the documentation initially provided showing compliance with the tariff and bonding requirements will be provided to carrier every six months.
 - D. If any NVOCC provides a false or misleading certification to carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to carrier for any fines, penalties or damages sustained by carrier due to the carrier transporting cargo in violation of Public Law 98-237.
-

ITEM 3640

TIME/VOLUME RATES IN FOREIGN COMMERCE - OCEAN

Not Applicable.

ITEM 3650

LOYALTY CONTRACTS IN FOREIGN COMMERCE - OCEAN

Not Applicable.

ITEM 3660

DEFINITIONS - OCEAN

CARGO, N.O.S. means articles not otherwise specified in individual tariff rate items of this tariff.

CARRIER'S TERMINAL means the place Carrier receives, or delivers loaded and empty containers, assembles, holds or stores its containers.

CAUTION means articles which may be subject to published tariffs referred to in Item 3530.

CONSIGNEE means the person, firm, or corporation shown on the Shipping Document as the receiver of the property transported by Carrier.

CONSIGNOR means the person, firm, or corporation shown on the Shipping Document as the Shipper of the property transported by Carrier.

CONTAINER OR TRAILER means a single, rigid non-disposable dry cargo, insulated temperature or atmosphere controlled box, flat-rack, vehicle rack, open top with or without wheels or bogies; a trailer means a flatbed truck or trailers. The term trailer may be used interchangeably with the term container.

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

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OCEAN RULES
(For application, see Item 3100)

ITEM 3660

(Cont.)

DEFINITIONS - OCEAN

CONTAINER FREIGHT STATION means the location designated by Carrier at Ports or Points named in Item 3100 where Carrier or its authorized Agent stuffs or un-stuffs containers. Carrier shall store empty containers at Container Freight Station but, shall not deliver containers at it, except as otherwise provided.

CONTAINERLOAD means a container stuffed by Shipper and received at Carrier's Terminal.

CONTAINER YARD Means Ports or Points in Item 3100

CONTAINER YARD TO CONTAINER YARD (CY/CY) means cargo stuffed into containers by the Shipper off the premises of Carrier and un-stuffed by the Consignee off the premises of Carrier at the expense of the Shipper and/or Consignee. Pick-up or delivery of empty or stuffed containers and stuffing and un-stuffing shall be at the expense of the Shipper and/or Consignee.

DRY CARGO means cargo other than that requiring temperature control.

EXPLOSIVE CARGO means cargo falling within Class A, B, and C explosive categories.

HOLIDAYS means National, State, or Local holidays observed at Origin or Destination.

LABEL CARGO means cargo requiring White, Yellow, Red, Red Gas, Poison, Poison Gas, and Tear Gas Labels as shown in the International Maritime Dangerous goods code. Issued by the International Maritime Organization (IMO) referred to in ITEM 500.

LOADING OR UNLOADING means the physical placement of cargo into or the physical removal of cargo from Carrier's containers.

MEASUREMENT TON means one cubic meter.

MIXED SHIPMENT means a shipment consisting of articles described and rated under two or more rate items of this Tariff.

NON-HAZARDOUS means non-label cargo permitted stowage between or under deck (other than magazine) pursuant to Code of Federal Regulations, Title 46, Shipping, as amended. Such cargo shall be rated in accordance with the rules and rates applicable therefore.

PACKAGE OR PACKAGES means any container other than trunks, or in shipping form other than bulk, or on skids other than lift truck skids, providing such container or forms of shipment renders the transportation of freight reasonably safe and practicable.

REVENUE TON means 1000 kilos or 1 cubic meter.

SHIPMENT means a quantity of property physically tendered by one Shipper at one point of origin at one time for one Consignee at one point of destination for which a single Shipping Document is issued.

SHIPPER means the person, firm, or corporation shown on the Shipping Document as the Shipper of the property transported by Carrier.

STUFFING, UNSTUFFING means the physical placement of cargo into or the physical removal of cargo from Carrier's containers.

VALUE means the actual invoice value of the commodity at time of shipment which must be stated upon the Bill of Lading.

(Cont. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

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OCEAN RULES
(For application, see Item 3100)

ITEM 3660
(Conc.)

DEFINITIONS - OCEAN

WEIGHT TON means 1000 kilos.

WORKING DAY means that period of each calendar day, except Saturdays,
Sundays and Holidays from 8:00 A.M. to 5:00 P.M.

ITEM 3670

ABBREVIATIONS - OCEAN

A. ABBREVIATIONS

CSC	Container Service Charge
CFS	Container Freight Station
DDC	Destination Delivery Charge
EAN	Except as noted
FAK	Freight All Kinds
FCL	Full Container Load
FEU	Forty Foot Equivalent Container
ID	Inside Diameter
IPI	Interior Point Intermodal Service
KD	Knocked Down
LCL	Less Than Container Load
LOC	Local
LTL	Less Than Trailer Load
NOS	Not Otherwise Specified
OD	Outside Diameter
SU	Set Up
TL	Trailer Load
TEU	Twenty Foot Equivalent Container
Viz.	Namely
Vol	Volume

ITEM 3680

CONTAINER SIZES - OCEAN

B. CONTAINER SIZE

Code	Definition
----	-----
N/A	Not Applicable
LTL	Less Than Load
20	20 Ft.
40	40 Ft., 8'6"
40A	40 Ft., 9'0" High Cube
40B	40 FT., 9'6" High Cube
40S	40 Ft., 8'0"
40X	40 Ft., Any Height
45	45 Ft., 8'6"
45A	45 Ft., 9'0" High Cube
45B	45 Ft., 9'6" High Cube
45S	45 Ft., 8'0"
45X	45 Ft., Any Height

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3690

CONTAINER TEMPERATURES - OCEAN

C. CONTAINER TEMPERATURE

Code	Definition
----	-----
N/A	Not Applicable/Not Operating
AC	Artificial Atmosphere Control
CLD	Chilled
FRZ	Frozen
HTD	Heated
RE	Refrigerated
VEN	Ventilated

ITEM 3700

CONTAINER TYPES - OCEAN

D. CONTAINER TYPE

Code	Definition
----	-----
N/A	Not Applicable/Not-Containerized Cargo
AC	Atmosphere Control
CF	Collapsible Flat-rack
DF	Drop Frame
FB	Flat Bed
FR	Flat-rack
GC	Garment Container
HH	Half-Height
HT	Hardtop
IN	Insulated
OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Loader
TR	Trailer
VR	Vehicle Racks.

ITEM 3710

DISTANCE - OCEAN

E. DISTANCE

Code	Description
----	-----
KM	Kilometer
MI	Miles

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3720

LENGTH, WIDTH, HEIGHT UNITS - OCEAN

F. LENGTH, WIDTH, HEIGHT UNITS

Code	Definition
----	-----
CM	Centimeters
FT	Feet
IN	Inches
M	Meters

ITEM 3730

VOLUME UNITS - OCEAN

G. VOLUME UNITS - Unit of measure of a volume unit

Code	Definition
----	-----
CFT	Cubic Feet
CBM	Cubic Meter

ITEM 3740

WEIGHT UNITS - OCEAN

H. WEIGHT UNITS

Code	Definition
----	-----
KGS	Kilograms
KT.....	1000 KGS (Metric Ton)
LBS	Pounds
LT	Long Tons (2240 LBS)
ST	Short Ton (2000 LBS)

ITEM 3750

RATE BASIS CODE - OCEAN

I. RATE BASIS CODE

Code	Definition
----	-----
AV	Ad Valorem
EA	Each (As defined)
LS	Lump Sum
M	Measure
MBF	1000 Board Feet
PC	Per Container (Dry)
W	Weight
WM	Weight/Measure

For explanation of abbreviations, notes and reference marks, see Item 15000.

SECTION 3
OCEAN RULES
(For application, see Item 3100)

ITEM 3760

PUBLISHING/AMENDMENT TYPE CODES - OCEAN

J. PUBLISHING/AMENDMENT TYPE CODES

Code	Definition
----	-----
(E).....	Expiration
(I)	New or Initial matter.
(P)	Addition of a port or point.
(S)	Special Case matter published pursuant to Special Permission, Special Docket or other Commission direction.
(T)	Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
(W)	Withdrawal of an erroneous publication on the same publication date.

ITEM 3770

SHIPMENT SERVICE CODE - OCEAN

K. SHIPMENT SERVICE CODE

Code identifier for shipment service. The Service Code is two (2) characters, one for origin and one for destination, using only the following symbols:

Code	Definition
----	-----
B	Barge
D	Door
H	House
M	Motor
O	Ocean Port
P	Pier
R	Rail Yard
S	Container Station
T	Terminal
U	Rail Siding
X	Team Tracks
Y	Container Yard (CY)

ITEM 3780

CURRENCY CODE LIST - OCEAN

L. CURRENCY CODE LIST

Country	Code	Currency
-----	----	-----
United States	USC	US Cents
United States	USD	US Dollar
China	CNY	Chinese Yen
Hong Kong	HKD	Hong Kong Dollar

ITEM 3790

SUBTOTALS - OCEAN

Subtotal-03: Panama Canal Toggle

For explanation of abbreviations, notes and reference marks, see Item 15000.

TARIFF ODFL 666

OCEAN RULES
(For application, see Item 3100)

ITEM 15000

EXPLANATION OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF,
AS AMENDED

REFERENCE MARK	EXPLANATION
@.....	Addition.
%.....	Percent.
AQ.....	Any Quantity.
c/o.....	Care of.
COD.....	Collect on Delivery.
Conc....	Concluded.
Cont....	Continued.
Cwt.....	Per 100 lbs.
Cy.....	County.
DOT.....	Department of Transportation.
HGB.....	Household Goods Carrier's Bureau.
HGCB ...	Household Goods Carrier's Bureau.
L5C.....	Applicable only on LTL shipments weighing less than 500 lbs.
lbs.....	pounds.
LTL.....	Less than Truckload.
L/T.....	Less than.
M.....	Denotes thousand pounds.
MC.....	Minimum charge in cents per shipment, except as noted.
M5C.....	Applicable only on LTL shipments weighing 500 pounds or more, or on which charges are assessed on the basis of 500 pounds, but less than 1,000 pounds.
M1M.....	Applicable only on LTL shipments weighing 1,000 pounds or more, or on which charges are assessed on the basis of 1,000 pounds, but less than 2,000 pounds.
M2M.....	Applicable only on LTL shipments weighing 2,000 pounds or more, or on which charges are assessed on the basis of 2,000 pounds, but less than 5,000 pounds.
M5M.....	Applicable only on LTL shipments weighing 5,000 pounds or more, or on which charges are assessed on the basis of 5,000 pounds, but less than 10,000 pounds.
M10M....	Applicable only on LTL shipments weighing 10,000 pounds or more, or on which charges are assessed on the basis of 10,000 pounds, but less than 20,000 pounds.
M20M....	Applicable only on TL shipments weighing 20,000 pounds or more, or on which charges are assessed on the basis of 20,000 pounds, but less than 30,000 pounds.
M30M....	Applicable only on TL shipments weighing 30,000 pounds or more, or on which charges are assessed on the basis of 30,000 pounds, but less than 40,000 pounds.

(Conc. on following page)

For explanation of abbreviations, notes and reference marks, see Item 15000.

TARIFF ODFL 666

OCEAN RULES

(For application, see Item 3100)

ITEM 15000

(Conc.)

EXPLANATION OF REFERENCE MARKS FOR STANDARD USE THROUGHOUT THE TARIFF,
AS AMENDED

REFERENCE MARK	EXPLANATION
M40M....	Applicable only on TL shipments weighing 40,000 pounds or more, or on which charges are assessed on the basis of 40,000 pounds,
(NA).....	Denotes not applicable.
NFB.....	Niagara Frontier Tariff Bureau, Inc., Agent
NMFC....	National Motor Freight Classification.
NOI.....	Not otherwise more specifically described in NMFC.
ODFL....	Old Dominion Freight Line, Inc.
SMC.....	Southern Motor Carriers, Agent.
STB.....	Surface Transportation Board.
Thru....	Through.
TL.....	Truckload.
VMW.....	Volume Minimum Weight.
VOL or Vol.....	Volume.
(x).....	Except as noted.
{ }.....	Where this reference mark appears, containing a supplement number, it denotes that such referenced item or provisions is reissued without change from that supplement. Consult that supplement for effective date of change.

For explanation of abbreviations, notes and reference marks, see Item 15000.