

TARIFF ODFL 100-H

SECTION 3

OCEAN RULES

(For application, see Item 3100)

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ITEM 3130

(Conc.)

APPLICATION OF RATES AND CHARGES - OCEAN

Please see following sub-rules

- M. PROTECTION AGAINST HEAT 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.

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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".

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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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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, bracing, 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".

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

SECTION 3

OCEAN RULES

(For application, see Item 3100)

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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.

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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.

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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.

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