DEEP BLUE OCEAN LINE LIMITED

ORIGINAL TITLE PAGE

FMC No.: 026839

NON-VESSEL OPERATING COMMON CARRIER EFFECTIVE DATE: 31AUG2017

PUBLISHED DATE: 31AUG2017

EXPIRATION DATE:

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 01
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND

WORLD PORTS AND POINTS

DEEP BLUE OCEAN LINE LIMITED is a foreign-domiciled Registered Non-Vessel Operating Common Carrier (NVOCC) with the Federal Maritime Commission (FMC), operating under FMC organization number 026839.

NOTICE TO TARIFF USERS

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

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

Carrier hereby is issuing this NRA quotation which if the Shipper or Consignee accepts it, the acceptance will be noted in a writing herein and shall also serve as a booking. The offer terms provided by Carrier contained in the writings shall be a valid offer for twenty (20) days, unless otherwise rescinded by Carrier prior to receiving Shipper's acceptance. Carrier's receipt of Shipper's or Consignee's acceptance in writing constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

PUBLISHED BY:

DEEP BLUE OCEAN LINE LIMITED

6TH FLOOR, FORTUNE CENTRE

NO. 44-48 YUN PING ROAD

CAUSEWAY BAY, HONG KONG

PUBLISHING OFFICER: FRIEDER STEINWARDER

EMAIL: <u>FS@WCL.DE</u> TEL: 49 4102 70731-13 TARIFF DETAILS

Tariff Number: 01

TARIFF TITLE: NRA GOVERNING RULES TARIFF

EFFECTIVE: 31AUG2017
THRU: None
EXPIRES: None

PUBLISH: 31AUG2017

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TARIFF TYPE: GOVERNING NRA RULES TARIFF

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

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER: **026839**

NAME: DEEP BLUE OCEAN LINE LIMITED

TRADE NAME:

TYPE: Non-Vessel Operating Common Carrier

HDQ. COUNTRY: HONG KONG

6TH FLOOR, FORTUNE CENTRE

HOME OFFICE: No. 44-48 Yun Ping Road

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026839

DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O **Table of Contents**

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

DD 1	3 T		1	a .
Trade	Names	utilized	hw	('armer

Rule 1 – Scope Rule 1-A - Scope

Rule 1-B – Intermodal Service

Rule 2 – Notice to Tariff Users

Rule 2A – Application of NRAs and Charges

Rule 2-010 – Packing Requirements

Rule 2-020 – Diversion by Carrier

Rule 2-030 – Reserved for Future Use

Rule 2-040 – Container Capacity

Rule 2-050 – Shipper Furnished Container

Rule 2-060 – Measurement and Weight

Rule 2-070 – Overweight Containers

Rule 2-080 - Shipper's Load & Count

Rule 2-090 - Diversion by Shipper or Consignee

Rule 2-100 – Security Fees

Rule 2-110 – Restricted Articles

Rule 2-120 – Freight All Kinds

Rule 2-130 - Alternate Rate Service

Rule 2-140 – AES USA Export Shipments

Rule 2-150 – Documentation Fee

Rule 2-160 – AMS Charges

Rule 2-170 - Submission Cargo Declaration Data

Rule 2-180 – U.S. Customs Related Charges

Rule 2-190 – Lien Notice

Rule 2-200 - Cargo Roll-Over

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

Rule 3 – Rate applicability

Rule 4 – Heavy Lift

Rule 5 – Extra Length

Rule 6 – Minimum Bill of Lading

Rule 7 – Payment of Freight Charges

Rule 8 – Bill of Lading Face

Rule 8a – Bill of Lading Terms & Conditions

Rule 9 – Freight Forwarder Compensation

Rule 10 – Surcharges & Arbitraries

Rule 11 – Minimum Quantity Rate

Rule 12 – Ad Valorem

Rule 13 – Transshipment

Rule 14 – Co-Loading

Rule 15 – Open Rates

Rule 16 – Hazardous Cargo

Rule 17 – Reserved for Future Use

Rule 18 – Returned Cargo

Rule 19 - Shippers Request or Complaints

Rule 20 – Overcharge Claims

Rule 21 – Use of Carrier Equipment

Rule 22 – Automobiles

Rule 23 – Carrier Terminal Rules and Charges

Rule 23-01 – Destination Terminal Handling Charge

Rule 24 – NVOCC Bond and Process Agent

Rule 25 – Certification of Shippers Status

Rule 26 – Reserved for Future Use

Rule 27 – Loyalty Contracts

Rule 28 – Definitions

Rule 29 – Abbreviations, Codes & Symbols

Rule 30 – Access to Tariff Information

Rules 31-200 – Reserved for Future Use

Rule 201 – NVOCC Service Arrangements (NSA)

Essential Terms

DEEP BLUE OCEAN LINE LIMITED 026839

AMENDMENT NO. O

NRA RULES TARIFF NO. 01 - Between (US and World)

Rule 1:

Scope

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

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

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World) AMENDMENT NO. O

Rule 1-A:

Worldwide Ports and Points

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA ARGENTINA

ASHMORE AND CARTIER

ISLANDS AUSTRALIA AUSTRIA BAHAMAS THE BAHRAIN BAKER ISLAND BANGLADESH BARBADOS BASSAS DA INDIA BELGIUM BELIZE BENIN BERMUDA

BHUTAN BOLIVIA BOTSWANA BOUVET ISLAND

BRAZIL BRITISH VIRGIN ISLANDS

BRUNEI BULGARIA BURKINA BURMA BURUNDI CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN

REPUBLIC CHAD CHILE CHINA

CHRISTMAS ISLAND CLIPPERTON ISLAND COCOS (KEELING) ISLANDS COLOMBIA COMOROS CONGO COOK ISLANDS CORAL SEA ISLANDS COSTA RICA

CUBA CYPRUS

CZECHOSLOVAKIA DENMARK DJIBOUTI DOMINICA

DOMINICAN REPUBLIC ECUADOR

RETURN TO TABLE OF CONTENT

EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA

FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA FRENCH SOUTHERN AND

ANTARCTIC GABON GAMBIA THE GAZA STRIP GERMANY GHANA GIBRALTAR GLORIOSO ISLANDS GREECE

GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUERNSEY GUINEA GUINEA BISSAU

GUYANA HEARD ISLAND AND MCDONALD ISLA HONDURAS

HONG KONG HOWLAND ISLAND HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL

ITALY IVORY COAST JAMAICA JAN MAYEN JAPAN JARVIS ISLAND JERSEY JOHNSTON ATOLL

JORDAN JUAN DE NOVA ISLAND KENYA KINGMAN REEF

KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF

KUWAIT LAOS LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LUXEMBOURG MACAU MADAGASCAR MALAWI

MALAYSIA MALDIVES MALI MALTA MAN ISLE OF MARSHALL ISLANDS

MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS

MONACO MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA

NAURU NAVASSA ISLAND NEPAL NETHERLANDS

NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA

NIUE

NORFOLK ISLAND NORTHERN MARIANA

ISLANDS NORWAY OMAN PAKISTAN PALMYRA ATOLL

PANAMA PAPUA NEW GUINEA PARACEL ISLANDS PARAGUAY

PERU

PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO OATAR REUNION ROMANIA

RWANDA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA

SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA

SOUTH GEORGIA AND THE SOUTH SA SPAIN SPRATLY ISLANDS

SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND

MIQUELON ST VINCENT AND THE GRENADINES

SUDAN SURINAME SVALBARD SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN

TANZANIA UNITED REPUBLIC OF THAILAND TOGO TOKELAU TONGA

TRINIDAD AND TOBAGO TROMELIN ISLAND TRUST TERRITORY OF THE PACIFIC TUNISIA

TURKEY TURKS AND CAICOS

ISLANDS

TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM URUGUAY

USA VANUATU VATICAN CITY VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WALLIS AND FUTUNA WEST BANK WESTERN SAHARA WESTERN SAMOA

YEMEN YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 1-B: Intermodal Service

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2: Notice to Tariff Users

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs").
- b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
- c. Carrier's Rules are provided free of charge to Shipper and Consignee at www.dbo.international containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §§520.13 and 532. The terms contained in the writings shall be a valid offer for twenty (20) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation.
- f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2A: Application of NRAs and Charges

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

- 1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
- 2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.
- 3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States

Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

- 6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
- 7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
- 8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
- 10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

11. TYPES OF SERVICE PROVIDED

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

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

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

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

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. 12. SERVICE OPTIONS:

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

Container Yard (Y)

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

Container Freight Station (S)

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

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

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

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

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

IPI Service, from Asia to USA

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

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

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

RIPI Service, from Asia to USA

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

13. ADVANCED CHARGES

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

RETURN TO TABLE OF CONTENT

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 2-010:

Packing Requirements

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

 RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-020: Diversion By Carrier

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

AMENDMENT NO. O

Rule 2-030: Reserved for Future Use

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Reserved for future use

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-040: Container Capacity

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

DEEP BLUE OCEAN LINE LIMITED 026839

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-050:

Shipper Furnished Containers

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Measurement And Weight Rule 2-060:

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

- 1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.
- 2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839

AMENDMENT NO. O

DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01 - Between (US and World)

Rule 2-070: **Overweight Containers**

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any

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

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

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-080: **Shipper's Load And Count**

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Carrier will not be directly or indirectly responsible for:

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839

DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

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

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

A. Definition of Diversion:

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

B. Conditions:

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

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-100: Security Fees

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017 Security Fees may be applicable on shipments and identified in each individual NRA. RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED
NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-110: Restricted Articles

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED
NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-120: Freight All Kinds (FAK)

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

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

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Different levels of Service may be offered by the Carrier. Unless otherwise specify in the individual NRA, NRA's are applicable for Regular Service.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert he applicable commodity Schedule B number in the Line Copy of the B/L.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01 - Between (US and World) 026839

AMENDMENT NO. O

DOCUMENTATION FEE Rule 2-150:

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Document fees are considered origin and destination local charges and shall be for the account of the cargo. RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED 026839

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-160: AMS PROCESSING FEE

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each

individual NRA

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges. RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01 - Between (US and World) AMENDMENT NO. O Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

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

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

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

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

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

- 1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
- 2. NVOCC Co-Loading. For purposes of this paragraph, the term Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC
- 3. All NVOCCs shall be subject to Paragraphs D and E of this rule.
- D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.
- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or redelivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O

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

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World) AMENDMENT NO. O

Rule 2-190:

LIEN NOTICE Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or enroute, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 2-200:

Cargo Roll-Over Fee

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED 026839

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 2-210:

Free Time Detention / Demurrage / Storage

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED 026839

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rate Applicability Rule

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED 026839

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 4: **Heavy Lift**

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Not Applicable.

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 5:

Extra Length

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA, if any. RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

026839 NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 8: Bill(s) of Lading

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

A copy of Carrier's bill of lading provided herein:

ORIGINAL

Ocean or Combined Transport Bill of Lading



(1) SHIPPER / EXPORTER			(4) DOCUMENT NUMBER	(5) B/L NUMBER	!	
			(6) REFERENCE NOS:			
(2) CONSIGNEE or ORDER						
			(7) FORWARDING AGENT (Name and	d address - References) FMC NO.		
(3) NOTIFY PARTY (See Clause 20)			(8) FOR DELIVERY OF THE GOODS APPLY TO:			
(9) VESSEL / VOYAGE			(10) PLACE OF RECEIPT (for Combin	ed Transport only)		
(11) PORT OF LOADING Below particulars furnished by shipper -	(12) PORT OF DIS		(13) FINAL DESTINATION (for Comb	ined Transport only)		
(14) MKS. & NOS. CTR & SEAL NO.	(15) NOS. OF PACKAGES	(16) DESCRIPTION OF PACKAGE	SES AND GOODS	(17) GROSS WEIGHT	(18) MEASUREMENT	
(19) CARRIER'S RECEIPT: total number of	of containers or packages receive	ed by carrier	(20) FREIGHT CHARGES PAYABLE A	л		
(21) FREIGHT DETAILS, CHARGES, ETC	(22) PREPAID	(23) COLLECT	RECEIVED by the Carrier in external apparent good order and condition unless otherwise herein stated the number or quantity of containers, packages or other customary freight units to be transported from and to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading either written, printed or stamped or otherwise incorporated by which the Merchant agrees to be bound in accepting this Bill of Lading. The particulars given above as stated by the Merchant and the weight, measure, quantity, marks, condition, contents and value of the Goods considered unknown by the Carrier. In witness whereof the number of original Bills of Lading stated on this side have been signed and wherever one original Bill of Lading has been surrendered any others shall be void. FMC Org. No. 026839			
			(24) DECLARED CARGO VALUE	(25) NUMBER OF	ORIGINAL BILLS OF LADING	
			(26) PLACE AND DATE OF ISSUE OF	B/L		

(27) SIGNED AND ISSUED as agent for and on behalf of Deep Blue Ocean Line Ltd. as carrier by:

TOTAL CHARGES

1. LAW AND JURISDICTION
1.1. Any claim or disport arising under this Bill of Lading shall be determined exclusively according to the laws of Hong and the Merchant agrees that any suits against the Carrier shall be brought in the Courts of Hong Kong, The Carrier has been exitted to avail itself of all the terms and conditions of onward carriers, including such carriers 'forum selection limits of liability. Carrier reserves the right to tring suit against the Merchant for the collection of freight or other chinary venue having jurisdiction over Merchant.

In this Bill of Lading, unless the context otherwise requires:

In this Bill of Lading, unless the context otherwise requires:

Carriage' means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Bill of Lading, as on the Carrier (as private carrier) in relation to the Goods covered by this Bill of Lading, as the Carrier flower of the Carrier flower flower of the Laws of Hing flower, and the Carrier flower flow

the terms "subsidiary" and "holding company" shall have the meanings given to them by Companies Ordinance (Chapter 20 of the Lawas of Hong Kong).

"Combined Transport" arises if either or both of the Place of Receipt and the Place of Delivery are duly indicated in the relevant box is not the fine hereof (providing that the address in the relevant box is not simply the name of a port.)

"Container" includes any type of container, trailer, transportable tank, platform, lift van, filat, palett, slid, and any other articles used to present provides or transport goods and including any articlity or is associated expenses. The companies of the provides of the provides

aforesaid.

To Port Shipment" arises if the Carriage is not Combined Transport.

To Port Shipment" arises if the Carriage is not Combined Transport.

Contractors" includes owners, charterers and operators of Vessels, stevedores, terminal operators, for age operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, and any independent contractors and abo-contractors of all degrees employed or engaged directly or irrier for or in performance of the Carriage and including the respective officers, employees and agen as aforesaid.

persons aforesaid.

Will Carriage* means carriage to, from or through any port of the U.S.A.

WIS CORGAS* means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1036

Wisson includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other

Viessel' includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other

Sub-Contractor or any other person.

For purpose of Carrier's limitation of liability.

Sob-Ootfactor or any ourse person.

For purpose of Carrier's limitation of iliability.

Package "where a Container is loaded with more than one package or unit; the package or other shipping units enuPackage "where a Container is loaded with more than one package or unit; the package or other shipping units enuther and the state of Container or Designation of Container and Interest in the box on the floor heard endted "Total number of Containers or Designation of Containers or the Container than the the "Package" for the purpose or clacklasting illustration of Carrier's Ibilatility, unless composers of calculating limitation of Carrier's Ibilatility, unless composers's pagicable but in the Individual
case stipulates otherwise, and
'Unit's has the same meaning as Peckage, save that in relation to US COGSA the term shall mean customary freight unit.
"SOLAS" means the International Convention for the Safety of Life at See of the International Maritime Organization as supplemented by the SOLAS Guidelines, a earmeded from time to time;
"SOLAS Guidelines" means the Guidelines regarding the verified gross mass (VMM) of a container carrying cargo
NTEOPERTATION AND GENERAL.
All the persons within the definition of Merchant shall be jointly and severally liable to Carrier, its agents, servants and
Sub-Contractors to Engelser's Convenants' expressed or implied to be made, given or assumed by Merchant to each of the covenants in the Bill of Ladings as if the covenants of were expressly made, given or assumed by Merchant to each of the covenants of Verchant shall be affected by any acts or omissions function teachers and contained as a container to express the covenants and cover of Carrier or the decreament and the covenants of Verchant in the late of Carrier

table that of a failing mit will except the coverage of entire to the relative green of entire to the coverage of a failing mit of a failing mit of the coverage of the covera

ess be made, Merchant shall indemnity Cariner against all consequences thereot.

Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the Rights a Defences of Cariner under or pursuant to this Bill of Lading as if the same were expressly made also for such process of Cariner contracts for Rights and Service of Cariner contracts for Service Service

Merchant shall indemnity Carrier against liabilities arising from or in relation to the Carriage or the Goods or this Bill of Lading insofars as such liabilities excepts the Carrier's leading insofars as such liabilities excepts the Carrier's leading insofars as unbillabilities. Excepts the Carrier's leading insofars as unbillabilities excepts the Carrier's leading insofars as the carrier (without projuicito to it does not carrier as afford the carrier's leading insofars). The carrier is leading the carrier is leading to the carrier's leading to the carrier's leading to the leading to the carrier's leading to the carrier's leading to the carrier's leading to the carrier's leading to the leading to the carrier's leading to the leading the leading to the leading to the leading

able than the terms in this Bill of Lading.

CARBIER'S RESPONSBIEITY (COMBOTO TRANSPORT)

If Carriage is Combined Transport, Carrier shall be liable only for loss of ordamage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loding (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable). The stage of Carriage at which the boss or damage occurred is more or Merchant can prove such stage beyond reasonable doubt, the liability of Carrier shall be determined as follows:

Ji it is established that the loss or damage occurred to druing the stage of the Carriage referred to in Clause 5, then in accordance with the provisions thereof;

Ji if is established that the loss or damage occurred at or during any other stage of the Carriage, then:

(i) in accordance with any compulsorily applicable law or international convention including without limitation any applicable international convention referred to carried any applicable than and direct contract with Carrier in respect of the particular stage of the Carriage at or during which the loss or damage occurred but

(ii) if Clause SCID(i) is not applicable then in accordance with Clause S. 3.

If the stage of Carriage at which the loss or damage occurred is not recordance be proved by Merchant beyond rea-

or damage occurred, but
of it filtures 2019, in ent applicable then in accordance with Clause 6.3.

If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant beyond reaserved that the provided of the control of

employees and/or Sub-Contractors.

(b) The Carrier shall be entitled to fand nothing to this Bill of Lading shall operate to deprive or limit such nettlement of the bear of the shall be entitled to fand nothing to this Bill of Lading shall operate to deprive or limit such nettlement) the full benefit of, and rights to all filmstations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (Including, but not limited to where applicable any provisions of the laws of the U.S.J. and without prejudice to the generally of the foreigning also any live, statute or regulations available to the first the same of the visual statutes. The shall be shall

waterways
visitivity for loss or damage to Goods during inland waterways will be determined as if the loss or dar red during sea carriage.

curriers assuming to less of damage to scools ouring inano waterways win be determined as if the loss courried during each carriage, most and Magginizina (Error, Wagginizina) (or utainings to socios, such compression snane to accountate by reference to the movice value of the socious plus in and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calcu-by reference to the value of goods of the same or similar kind and quality at the place and time the Goods are rece by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest

by the Larrier or the Goods are delivered or should have been delivered to Mentant, whichever value is the lovest. Ad Valorem Declared Value.

Ad Valorem Declared Value.

Higher compensation than the limits provided for elsewhere in this Bill of Lading shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges are required by Carrier. He Ad Valorem rate specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said bill of said rigility of value and is in addition to the base rate. In that case the amount of the declared value will be substituted for the Carrier's limits of lability laid down elsewhere in this Bill of Lading and any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

pro rate on the basis of such occurator varues.

Delay, Consequential Loss

Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or

not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. Carrier shall under no circumstances whatsoever be liable for

any direct or indirect lo any indirect loss of wh

oss caused by delay; atsoever nature and howsoever caused

The notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.3) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchange.

en paid by Merchant.

In the foregoing purposes, "indirect less" includes without limitation any consequential loss, loss of profits, loss of contract, loss of revenue, loss of use, punitive or exemplary damages or damage.)

Ities of Loss or Damage

Votco of Loss or Damage
Albeits of Loss or Damage shall have been given in writing to Carrier or his representative at the Port of Disch
Pilace of Delivery before or at the time of removal of the Goods into the custody of the person entitled to delihere of Loss of Loss or Loss or Loss or damage is not appeared, within three consecutive delivery of the Docas or damage is not appeared, within three consecutive delivery of the Docas or Loss or damage is not here within the Carrier of Loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

"Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

"Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

(b). Any notation of loss or damage on the receipt or notice made by were uses a second of the Bill of Lading or the Car.

(a) Carrier shall be dischaged of all liability whatsoewer in respect of the Goods or this Bill of Lading or the Car
thing whatsoewer in relation thereor, unless suit is brought in the proper form and notice thereof given to C
nine (9) months after the date the Goods were delivered or deemed delivered or should have been delivered
is the earliest junes the computative papicable law in the individual case provide for a longer term of prei
I. MECRANTS WARRANTES AND RESPONSBILITY
I. Merchant variants to Carrier as follows:

(a) in accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and cond
face and back thereor, whether written, typed, stamped or princed, as fully as if signed by Merchant;
In a normatine this life of Lading, whether accepts and is authorized to accept the said signations, exception.

(b.) in accepting this Bill of Lading, Merchant accepts and is authorized to accept the said stip conditions for itself and for all other persons within the meaning "Merchant".

conditions for itself and for all other persons within the meaning "Merchaet".

(c) the particulars relating to the Goods as et out on the front hereof have been checked by Merchant on receipts of this Bill of Lading, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;

(d.) the Goods are lewful goods and contain no contraband or prohibited items;

(e.) the Carriage and other chiesed laging the Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Oustoms Regulations and other related laws, rules and regulations.

(f) the Goods delivered to Currier are properly packed, prepared, marked, numbered and addressed and are suitable for the Curriery and the Curriery are properly packed, prepared, and the Curriery and the Curriery are properly packed, prepared, and the submittee.

2. Merchant stall indicentify Currier from and against any and all liabilities incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Bill of Lading.

9. DESCENTINO NO FOODS

obligations, undertakings, representations and warranties contained in this Bill of Laong.

ESCRIPTION OF GOIDOS

This Bill of Lading shall be prime facile evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containaires or other Packages or Initial indicated on the front here of as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".

Save as provided in Classes 91, Carrier makes no representation or acknowledgement and assumes no responsibility whatsower as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, value or condition of the Goods fall of which are unknown to it.)

Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included sobley at the request of Merchant and is not verified by Carrier, No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.

Park-termneareners** good order and condition' when used in this Bill of Lading with reference to Goods which required.

shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder. The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require to the term persure control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.

It is agreed that suspersional sucknowledgeaton will like condition due to moisture, in not "damage" but is inherent to the nature of the Goods and acknowledgeatons or any like condition due to moisture, in not "damage" but is inherent to the nature of the Goods and acknowledgeatons or transport of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

Where an "Oh Boace" endorsement made on the front hereoff it means that the Goods are loaded either on board (i) the Vessel, or (ii) 7 all cars, tire for sucknowledgeaton, but goods or the like and the Goods are loaded either on board (i) the Vessel, or (ii) 7 all cars, tire for the control of the Condition, and are in the custody of an inland or ocean accordance with the terms of the Sill of Lading.

Currier Containers
Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except
Goods may be consolidated with other goods. Except
otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.
Any Container relased into the care of Merchant for packing, unpacking or any other purposes what be deemed to be
in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant half edieliver the Container to Carrier within the time, at the place and in the condition prescribed by
Carrier and empty Containers shall be re-delivered with their interiors properly brushed and cleaned. Until proper re-delivery to Carrier the Container shall be at the soler is six of Merchant if the Container is not timely and properly returned.
Merchant shall pay Carrier all applicable demurrage, detention and other charges and expenses and shall indemnify CarMerchant shall be responsible for any loss and/or damage to, and any Liabilities caused or incurred by such Container
Merchant shall be container.

what in its custop' or control.

Merchart Packed Ontainer

2. A Advanced Container

2. A Advanced Container

2. A Container not packed

3. A Container not packed

4. A Container not packed

5. A Container not packed

6. A the manner in which the Container and not its occ

6. A the manner in which the Container has been packed;

(b.) the mustablishy for Carriage of the contents of the Container;

(c.) (if the Container was not supplied by Carrier) the unsuitability, defect

ture controls thereof;

us, it is to cumulant was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof.

(d.) (If the Container was supplied by Carrier) the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed; or
(e) the packing in the Container of temperature controlled Goods that are not at the correct temperature for Carriage.

(10. 5. Merchant warrants that all Merchant Packed Containers (i) (which are not provided by Carrier) meet all ISO and/or other international safety standaris and are it in all respects for Carriage, (ii) who end end up inspected prior to and it the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage, and (ii) the packing and selling thereof are proper, sell and suitable for the Carriage and the seal number shall be common of the carriage, and (iii) the packing and selling thereof are proper, sell and suitable for the Carriage and the seal number shall be common.

(9. 6. Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete solvery under the tili ill of a lange, carrier shall not be liable for any shortage of Goods.

(5. Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete SOLX Verified Gross Mass Requirements.)

SOLAS Verified Gross Mass Requirements

Merchant and for terminals in the LS on export cargo shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed Container (PCL) or the total packages of Goods (LCL) carrier dipursant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier Merchant schnowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and use this to comply with its obligations to bub-Contractors in accordance with SOLAS. If YVIM provided by Merchant direfers from YVIM provided by a LS terminal, Carrier, per LS, laws shall rely on YVIM provided by a terminal in the LS, export ocean values, and the stablish the total gross mass at Merchant's cost using calibrated and certified equipment of each packed Container (PCL) or the total packages of Goods (LCL) carrier pursuant to this Bill of Lading in accordance with NSLAS and the deadlines established by Carrier and the provisions of Clauses 133(a) through 133(b) shall apply, Carrier shall have no reasonable and carrier and there any Lability resulting from any follow, in accuracy or incomplete verified gross mass information provided by or no behalf of Merchant on Which Carrier reliands and the carrier and the provisions of Clauses 133(a) through 133(b) shall apply, Carrier shall have no resulting from any delay, inaccuracy or incomplete verified gross mass information provided by or no behalf of Merchanton which Carrier reliances.

chant on which Carrier relies.

INSPECTION OF GOODS

L. Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by Merchant.

2. If by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from

Merchant as part of the Freight.

ERISHABLE GOOGN-ETMERRATURE CONTROLLED CARGO
Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other ms sures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerant hereted, electrically vertilated or otherwise specially equipped container or are to receive special attention in any way

heartd, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way.

Carrier shall not be laished for any loss of or damage to Boods in a special both or container arriangle from latert defects derangement, breakdown, or stoppage of the refrigeration ventilation or heating mechinery insulation, shiply plant, or other such apparatus of the vessel or Container, provided that Carrier shall affer or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state.

Mechant undestales not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the pools by Carrier in the case of a temperature control of Container strated by or no behalf of the Mechant, Mechant further undertakes that the Container has been properly proceded, that the Goods have been properly strated in the Container, and that its thermostatic controls have been properly with or the Container has been properly as the Weichant further encept of the Goods by which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the Consequences of cargo tendered at a higher temperature carrier shall not be responsible for the Consequences of cargo tendered at a higher temperature. totants a suterition is unawn to the rate that terrigerated containers are that designed to freeze up been presented for packing at or below its designated carrying temperature. Carrier shall not be nesquences of cargo tendered at a higher temperature than that required for the transportat nents are not complied with, Carrier shall not be liable for any loss of or damage to the goods with

description of the Committed due delivery of the Glooss unuser uses some dangerous, hazardous, inflammable, or injurious.
A. 1 "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious.
Gincluding made active materials in nature (whether or not listed in any official or unofficial international or national
code or convention), or which are or may become liable to damage any property or person whatsoever or other goods.
A.2 Merchant wrants that it shall not indent to Carrier for Carriage any Dangerous Goods unless Merchant has:
(a) given written notice of their nature, type, name, label and classification to Carrier, and obtained Carrier's price express consent in writing.

(b) distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to
be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may
be applicable during the Carriage.

(c) alternate to Carriage and the relevant authorities all documents required by any laws which may become applicable
during the carriage or otherwise required by Carrier, and
(d) not permitted incompatible goods to be packed in the samar Container.

**It if any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause \$4.2 in the Goods

**It if any Goods (which are Dangerous Goods) are delivered to Carrier Carriage in breach of Clause \$4.2 in the Goods

**It if any Goods (which are Dangerous Goods) are delivered to Carrier carried

**It if any Goods (which are Dangerous Goods) are delivered to Carrier Carriage in breach of Clause \$4.2 in the Goods

**It if any Goods (which are Dangerous Goods) are delivered to Carrier count safety or properly be carried or carried

**It if any Goods (which are Dangerous Goods) are delivered to Carrier count safety or properly be carried or carried

**It if any Goods (which are Dangerous Goods) are delivered to Carrier Carriage in breach of C

(U) not permitted incompassing goods to be packed in the Safet country.

3.1 fary Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2 in the opinion of Carrier cannot safely or properly be carried or carried thruther (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 19, without prejudice to its other Rights and Defences.

ususe as, witnout prejuicione to its orient Rights and Defences.

14. Merchant half light Jedmentify Carrier against al Liabilities arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation). Liabilities resulting from injuries caused to any person (including Carrier's employees, agents and Sub-Cortactors), damage to any property (including any Container and Vessel, environmental damages (offect and indirect), clean up, removal, inhabilitation expenses, legisl costs (on an indemnity basis), and fines and pentalise imposed by any governmental agencies or authorities.

and penalties imposed by any governmental agencies or authorities.

DECK CARGO AND LIVESTOCK.

Locrainers, whether goods therein he stowed by the Carrier or by the Merchant, and uncontainered unit load machine may be carried on under deck without notice to the Merchant and if they are so carried the Hague Rules are incorrated herein shall be applicable notwithstanding carriage no or under deck and the Goods and/or containers shall or tribute in General Awarega whether carried on or under deck.

2. Goods which are stated on the front hereof to be carried on deck and which are so carried and livestock, whether or carried on the Goods and or containers shall or carried or show the carried or show that are stated on the front hereof to be carried on deck and which are so carried and livestock, whether or carried of need by a carried at the sold sick of Merchant without any repromisibility on the part of Carrier for loss or diage or delay or any matter of whatsoever nature whether or not caused by unseaworthness or negligence or any or cause whatsoever. The Hague-Nilby, Nilber and the US COGSA shall not apply to such Carriage. No chart shall indemnity Carrier against all and any extra cost incurred for any reason whatsoever in connection with Criage of such Goods or Netstock.

gage of such Gooss or investock.

16. FCL MULTIPE SILLS OF LADING

16. 1 This Bill of Lading is a FCL Multiple Bills of Lading if the taily acknowledged overleaf bears the qualification to the effect that the Goods is "one of _ part cago in the Container". The special arrangement of receiving Goods on basis of FCL

Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiving be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any label for any shortaken, loss, damage or discrepancies of goods which are found upon unpacking of the Contain out prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement agrees that the following provisions shall apply:

the Good discorbed overteaf are said by Merchant to comprise part of the contents of the Contains with particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowle

single place.

If Clause 15.(D) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Contains. If Clause 15.(D) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Contains. Delivery deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery Goods in such manner shall constitute used delivery hereuridee, but will only be effected against payments by Me of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.

If all or part of the total contents within the Container constitute of bulk goods or inappropriate goods, or is or be mixed or unidentificable, the respective holders of the bills of lading relating to such contents shall not endelivery thereoff (michiging any damaged portion) and bear any shortage in such proportions as Carrier's shall in its lute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder.

Internations in calculation to Carriane within a Marchard may offer the private late of the top of many the proper to the long to the propriate has a first top of the propriate can be used to be a first and the propriate can be used to a first and t

useway usersol unusuality and yarangest portion) and osar any shortage in such proportions as Carrier shall in its absoluted discretion and enterimine. Delivery of the Goods as afforcing dhall constitute due delivery herusuality.

Instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of relations to Carriage which a Merchants of the control of the originate of all bills of lading covering all the contents in the Controller.

Merchant undertakes to Indeemely Carrier from and against any and all Liabilities arising from accepting the Goods for Carriage on the basis of the afforcials agreed agreed agreed agreement.

HINDRANCES AFFECTING PERFORMANCE

If at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, diagree, delay, difficulty or disadvantage of whatsoever kind and howsoever arising (whether or not before the Carriage) has commenced and whether or not before the Contract has been concluded Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any over our more of the other of Charles and the carriage of the Goods and store them ashore or after study of the Carrier in respect of such Goods shall cesse.

Without projudice to Carrier's other Rights and Defences, Carrier, in any of the above events shall be entitled to recover

I deathor the Carriage and where researchly possible piace the Goods or any part threnol at the Merchant's disposal absolute the Carriage and where researchly possible piace the Goods or any part threnol at the Merchant's disposal such Goods shall cesse.

Whithout projuice to Carrier's other Rights and Defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.

METHODS AND BOUTE OF TRANSPORTATION.

The Carrier may at anytime and without any of them) referred to above.

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The Carrier may at anytime and without any of them) referred to above.

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The Carrier may at anytime and without any of them) referred to above.

METHODS AND BOUTE OF TRANSPORTATION.

The Carrier may at anytime and without any of the Merchant, use any means of transport or alongs in any reserva-tion. The Carrier may at anytime and without any office the Merchant, use any means of transport or alongs in any reserva-tion. The Carrier may are anytime and without anytime and the manner of the front hereof or not, transfer the Goods from non-convegence to another, including transphaping or carring the same on another vessel than that ramed on the front here of by any other means of transport whatsoever; at any piace unpack and remove Goods which have been stuffed in or an a Cottainer and forward the same in any manner whatsoever, proceed at any speed and yan yor total in Carri-any piace whatsoever once or more often and in any order, load or unload the Goods from any conveyance at any place (whether or not the piace is a port named on the front bered as the intended any speed and yan yor total in Carri-any place whatsoever once or more often and in any order, load or unload the Goods from any conveyance at any place (whether or not the piace is a port named on t

being Melbourne and indemnity. Certifier from and against any and all Liabilities incurred by Carrier in relation to such sale, disposal, standment and storage of desposal, standment and storage.

NOTFICATION AND DELIVERY

A rymention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Carrier. Failure to give such notification shall not subject Carrier to any liability nor relieve Merchant of any obligation hereunder. All the properties of the properties of the collection provided in Carrier's applicability in the time and at the piece for collection provided in Carrier's applicability and the collection of the collection of the collection provided in Carrier's applicability and the collection of the

piece of leading or unloading the Goods into or from the vehicle and:

(a Carrier shall not be obligated to provide any plant, power or indoor which may be required for the loading or unloading at such premises. This shall be the responsibility of Merchant at its own risk and expense.

(b) any assistance which Carrier may give on any matters within the responsibility of Merchant shall be given expensed any islability whatsoever (including without limitation, liability for damage to or loss of the Goods or other property and injury to any persons," all such assistance hall be provided entirely at Merchant's risk and expense.

8. If a Sub-Contractor in actual or constructive possession of the Goods becomes insolvent or subject to an arrangement with creditors of enters into administration for equivalent diarrier the course of the Carriege ("Out-Contractor Insulation, completion of the Carriage if the Carrier is unable to obtain responsession of the Goods without paying additional charges to the Sub-Contractor or athird party. The Carrier will have no liability to the Merchant for any losses of what-soever nature and howsoever arising out of a Sub-Contractor insulation, completion of the Carriage, for the Carrier is unable to obtain responsession of the Goods without paying additional charges to the Sub-Contractor or antitude and howsoever arising out of a Sub-Contractor insulation, completion of the Carriage, for the Carrier is unable to Carriage on the Merchant agrees to pay, and hold the Carrier harmines against, any costs required to Outain responsession of the Goods without paying additional charges to the Sub-Contractor insulations, and completion for the Carriage Post and paying and

erable in unimercinant as a debt.
All persons coming within the definition of Merchant shall be jointly and severally liable for all Freight, and othe
eys payable by any Merchant including all advances made by Carrier in Carrier's own discretion and additional or
Freight on the Goods if they are refused export or import by any government body or authority or for any reasor

icever.

- reight shall be deemed fully earned on receipt of the Goods by or on behalf of Carrier (whether or not Freight on the face of the Bill of Lading as being prepaid or to be collected at destination) and shall be non-return usuns payable to Carrier shall be paid in full without set-off, deduction or counterclaim of whatsoever nature a

sums payable to Carrier shall be paid in full without set-off, deduction or countercases or wread-consover arising.

Freight is calculated based on particulars furnished by or for Merchant. Carrier shall be entitled to require Merchant to produce commercial invoice for the Goods or other wideone of their value and to inspect, re-weigh, re-measure and re-valuate the Goods. If the particulars furnished are found to be incorrect, then without projudice to Carrier's other Rights and Oberices, Merchant hall pay Carrier for Land to part of the Carrier's other Rights and Oberices, Merchant altal pay Carrier for Land the Sand to the Carrier's other Rights and Oberices, Merchant of the Carrier's other Rights and Oberices, Merchant of the Carrier's Carrier for the Carrier's Carrier for Merchant as a debt. Merchant hall indemnty Carrier for Laliellis incurred by Carrier for years of nature great or action of the incorrect particulars including without limitation any Liabilities incurred by Carrier for years of nature great or action of the Carrier's Number Carrier for Sand Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier for the Carrier's Rules Tairff are provided free of charge to Ship-new weeked carrier for the Carrier for the Carrier

L Carrier shall have a general lien on the Goods (and documents relating thereto) and any other property belonging to Merchant, directly or indirectly in Carrier's possession, custody or control or en route, for all monles due to Carrier and/or Carrier Group from Merchant under this contract or any other contract. Carrier may at its sole discretion exercise its lien as my time and at any place. The lien afish clover without immitation all freight exerned, General Awrege contributions as my time and at any place. The lien are strengly contributions in covered enforcing and preserving its lien finculating but not limited to storage chargeal and in recovering or attempting to recover any same due from Merchant (whether in respect of the Carriage herein or otherwise). C Carrier shall be entitled to sell (at any time and at any place) at the costs of Merchant the Goods and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Merchant and to apply the proceeds of such sale (not of expenses) in or towards the payment of any amount due to Carrier and/or Carrier Group. Carrier Group; path be entitled to be limit difference against Merchant in the event that the (field) sale proceeds of not discharge in full the amount due from Merchant. Carrier's lien shall survive delivery or Recents Sellery of the Books and New Jason classes published and/or approved by BIMCO and obtainable from Carrier of the agent upon requisit and New Jason classes published and/or approved by BIMCO and obtainable from Carrier ORCE MALEUEE.

1. The SOTI-Or-Dealise or its agent upon request are incorporated herein.
FORCE MALEURE
1. Without prejudice to any rights or privileges of the Carriers under covering Bill of Lading, dock receipts or booking contracts or under applicable provisions of law, in the event of var, healthies, wallies operations, rots, chill insurections of the provisions of the provision of the provisions of

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 9:

Freight Forwarder Compensation

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's. RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 11: Minimum Quantity Rates

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Carrier may charge minimum quantity rates in each individual NRA.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 12: Ad Valorem Rates

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

- A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in rule 8.
- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped.
- C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 13:

Transshipment

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 15: Open Rates in Foreign Commerce

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED
NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 16: Hazardous Cargo

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

- 1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
- 2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;
- 3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- 4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
- 5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
- 6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

- 7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation <u>MUST</u> be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179);
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
 - C. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental Maritime Consultative Organization);
 - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
 - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
 - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials:
 - B. The hazardous class, IMCO Code Number and UN Number (if any);
 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type of package;
 - G. The gross weight of each type of package or the individual gross weight of each package;
 - H. The Harmonized Code, SITC or BTN number of the commodity;
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 17:

Reserved for Future Use

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Reserved for future use

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 19:

Shippers Requests in Foreign Commerce

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

DEEP BLUE OCEAN LINE LIMITED

026839 NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 20: Overcharge Claims

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

A. Bill of Lading Commodity Description

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

B. Overcharges

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 21: Use of Carrier Equipment

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

020839 NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 22: Automobile Rates in Domestic Offshore Commerce Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 23: Carrier Terminal Rules and Charges

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

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

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

A. Bonding of NVOCC

- 1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.
- 2. Bond No. 2017130007
- 3. Issued By: American Alternative Insurance Corporation

555 College Road East, Princeton, NJ 08543

Agent for Service of Process

- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Carlos Rodriguez, Esq., 750 17th Street, NW, Suite 900, Washington, DC 20006.
- 2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
- 3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

 RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

026859 NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. 0
Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR §§520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED
NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 26:

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Reserved for future use

RETURN TO TABLE OF CONTENT

Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

026839 NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

Not Applicable.

026839 DEEP BLUE OCEAN LINE LIMITED

026839 NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O

Rule 28: Definitions

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

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

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

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

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers. **CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

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

CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers. **DRY CARGO** - means cargo other than that requiring temperature control.

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

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

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

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

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

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more NRAs.

MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers.

NVOCC SERVICE ARRANGEMENT (NSA) means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

NSA SHIPPER - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

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

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

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

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

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

PUBLISHING CARRIER - means Deep Blue Ocean Line Limited, a registered Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number 026839.

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

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

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

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

026839 DEEP BLUE OCEAN LINE LIMITED

NRA RULES TARIFF NO. 01 - Between (US and World)

AMENDMENT NO. O Rule 29:

ABBREVIATIONS, CODES AND SYMBOLS

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

EXPLANATION OF ABBREVIATIONS

Ad Val Ad Valorem Kilos Kilograms AI All Inclusive K/T Kilo Ton

BF Board Foot or Board Feet LCL or LTL Less than Container Load

B/L Bill of Lading LS Lumpsum

BAF Bunker Adjustment Factor L/T Long Ton (2240 Lbs)

BM Board Measurement M Measure
C Change in tariff Item Max Maximum

CAF Currency Adjustment Factor MBF or MBM 1,000 Feet Board Measure

CBM, CM or M3 Cubic Meter Min Minimum
CC Cubic Centimeter MM Millimeter

CFS Container Freight Station MQC Minimum Quantity Commitment

CFT Cubic Foot or Cubic Feet N/A Not Applicable

CLD Chilled NRA Negotiated Rate Arrangements
CM Centimeter NSA NVOCC Service Arrangements

CU Cubic NHZ Non-Hazardous

CWT Cubic Weight NOS Not otherwise specified

CY Container Yard OT Open Top D Door P Pier

DDCDestination Delivery ChargePkgPackage or PackagesEExpirationPRCPeople's Republic of ChinaETEssential TermsPRVIPuerto Rico and U.S. Virgin Islands

Etc Et Cetera R Reduction

FAK Freight All Kinds RE Reefer / Refrigerated FAS Free Alongside Ship R/T Revenue Ton

FB Flat Bed RY Rail Yard FCL Full Container Load SL&C Shipper's Load and Count

FEU Forty Foot Equivalent Unit Sq. Ft Square Foot or Square Feet FI Free In S/T Short Ton (2000 lbs.)

FIO Free In and Out SU or S/U Set Up

FIOS Free In, Out and Stowed TEU Twenty Foot Equivalent Unit FO Free Out Terminal Handling Charge THC **FOB** Free On Board TRC Terminal Receiving Charge **FMC** Federal Maritime Commission United States of America USA FR Flat Rack

United States Dollars USD Feet or Foot Ft VEN Ventilated GOH Garment on Hanger VIZ Namely Η House VOL Volume HAZ Hazardous Weight W

I New or Initial Tariff Matter W/M Weight/Measure

K/D Knocked Down

KDF Knocked Down Flat

026839 DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01

AMENDMENT NO. O
Rule 30: Access to Tariff Information

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED NRA RULES TARIFF NO. 01

NKA KULES TARIFF NO AMENDMENT NO. O

Rule 31-200: Reserved for Future Use

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Tariff Rule Information

026839 DEEP BLUE OCEAN LINE LIMITED

026839 NRA RULES TARIFF NO. 01 AMENDMENT NO. O

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

Effective: 31AUG2017 Thru: NONE Expires: NONE Publish: 31AUG2017

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

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

RETURN TO TABLE OF CONTENT

End of Rule Text
