

## Probus Logistics Inc.

### Tariff Information Record

<b>FMC Org Number</b>	026282	<b>Tariff Number</b>	001
<b>Title</b>	PROBUS LOGISTICS, Inc.		
<b>OTI</b>	020340NF		
<b>Issue Date</b>	01/05/2021		
<b>Type</b>	FC- Foreign Commodity Tariff		
<b>Weight Rating</b>	1000 kg	<b>Volume Rating</b>	1 CBM
		<b>Currency</b>	USD
<b>Desc</b>	Home Office Name PROBUS LOGISTICS, Inc.		
<b>Address</b>	1340 Depot St Ste 200		
<b>City</b>	Rocky River, OH 44116		
<b>Contact</b>	Shannon Dillinger		
<b>Phone</b>	440-895-8212		
<b>Location of Tariff</b>	<a href="https://probuslogistics.com/wp-content/uploads/2026/06/Probus_Tariff_Information_2024.pdf">https://probuslogistics.com/wp-content/uploads/2026/06/Probus_Tariff_Information_2024.pdf</a>		

### Rules Scope

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RULE: 1 - SCOPE Eff: 01/05/2021

**Effective**01/05/2021

**Filed**01/05/2021

#### Filing Codes

Rules, regulations and rates published herein apply BETWEEN United States Atlantic and Gulf Coast Ports in the Eastport, Maine/Brownsville, Texas Range, United States Pacific Coast Ports in the Seattle, Washington/San Diego, California Range, Great Lakes Ports, Ports in Alaska, Ports in Hawaii and Inland Points (See Paragraph A) AND Worldwide Ports and Points (See Paragraph B) and apply BETWEEN Ports and Points in Guam, Puerto Rico and the U.S. Virgin Islands AND Worldwide Ports and Points (See Paragraph B):

A. DOMESTIC INTERIOR POINTS:

1. All Points in the following States:

Alabama	Maine	Ohio
Arizona	Maryland	Oklahoma
Arkansas	Massachusetts	Oregon
California	Michigan	Pennsylvania
Colorado	Minnesota	Rhode Island

Connecticut	Mississippi	South Carolina
Delaware	Missouri	South Dakota
District of Columbia	Montana	Tennessee
Florida	Nebraska	Texas
Georgia	Nevada	Utah
Idaho	New Hampshire	Vermont
Illinois	New Jersey	Virginia
Indiana	New Mexico	Washington
Iowa	New York	West Virginia
Kansas	North Carolina	Wisconsin
Kentucky	North Dakota	Wyoming
Louisiana		

2. Points in Alaska and Hawaii
3. Points in Guam, Puerto Rico and the U.S. Virgin Islands

SERVICE:

Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and Rail/Motor/Ocean Combinations.

INTERCHANGE PORTS:

1. United States Atlantic, Gulf, Pacific and Great Lakes Ports.
2. Ports in Alaska and Hawaii
3. Ports in Guam, Puerto Rico and the U.S. Virgin Islands

LIABILITY:

Carrier shall be liable to Shipper for Rail and/or Motor movements in accordance with the terms and conditions of Carrier's Combined Transport Bill of Lading.

B. WORLDWIDE PORTS AND POINTS:

Continent

Includes Ports in the Ghent/Hamburg Range and Inland Points Via such Ports.

France/Iberia

Includes Atlantic Coast Ports in France and Atlantic Coast Ports in Spain and Portugal and Inland Points Via such Ports.

United Kingdom

Includes Ports in England, Scotland, Wales, Northern Ireland and the Republic of Ireland and Inland Points Via such Ports.

Scandinavia

Includes Ports in Denmark, Iceland, Finland, Norway, Sweden, and Baltic Ports in the Kiel/Leningrad Range and Inland Points Via such Ports.

Mediterranean

Includes Ports in the Mediterranean Sea in the Gibraltar, Spain/Oran, Algeria Range, including Ports in the Adriatic, Aegean and Black Seas and Islands therein, and Inland Points Via such Ports.

Morocco

Includes Mediterranean and Atlantic Ports in Morocco and Inland Points Via such Ports.

Africa

Includes West, South and East Africa Ports in the El Asion/Berbera Range, exclusive of Berbera and including the Malagasy Republic and Inland Points Via such Ports.

Middle East

Includes Ports on the Red Sea, Gulf of Aden, Arabian Sea, Persian Gulf and the Gulf of Oman in the Berbera/Karachi Range inclusive of Berbera and exclusive of Karachi and Inland Points Via such Ports.

India/Burma

Includes Ports in the Karachi/Rangoon Range and those in Sri Lanka and Inland Points via such Ports.

Far East

Includes Ports in Japan, Hong Kong, Philippines, Taiwan, Korea, China, Kampuchea and Vietnam and Inland Points Via such Ports.

Russia

Includes All Ports in the Union of Soviet Socialist Republic not otherwise named above and Inland Points Via such Ports.

South China Sea

Includes Ports in Malaysia, Singapore and Thailand and Inland Points Via such Ports.

Indonesia

Includes Ports in Indonesia and Inland Points Via such Ports.

Australasia

Includes Ports in Australia, New Zealand, and South Pacific Islands, and Inland Points Via such Ports.

East Coast of Central America and Mexico

Includes East Coast Ports of Central America and Mexico in Mexico, Belize, Guatemala, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.

East Coast of South America

Includes East Coast Ports of South America in Colombia, Guyana, Suriname, French Guiana, Brazil, Uruguay and Argentina and Inland Points Via such Ports.

West Coast of Central America and Mexico

Includes West Coast Ports of Central America in Mexico, Guatemala, El Salvador, Honduras, Nicaragua, Costa Rica and Panama and Inland Points Via such Ports.

West Coast of South America

Includes West Coast Ports of South America in Colombia, Ecuador, Peru and Chile and Inland Points Via such Ports.

Venezuela

Includes Ports in Venezuela and Inland Points Via such Ports.

Caribbean

Includes Ports in the Bahamas, Caymen Islands, Dominican Republic, Guadeloupe, Haiti, Jamaica, Leeward and Windward Islands, Martinique, Trinidad and Tobago, Turks and Caicos Islands and the Virgin Islands (British) and Inland Points Via such Ports.

Canada

Includes Ports in Canada and Inland Points Via such Ports.

INLAND POINT(S):	INTERCHANGE PORT(S):
Worldwide Points	Worldwide Ports
(As specified above)	(As specified above)

C. INTERMODAL THROUGH RATES:

Intermodal through rates published in this tariff are single factor through rates and apply only from, to and via the ports and points specifically filed.

D. TRANSFER OF CARGO AT CARRIER'S CONVENIENCE:

The following shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. Carrier may pick-up or deliver shipments at a port other than the originally intended port, for transfer to another Port of Loading, or to the originally intended Port of Discharge. In no event shall any such transfer or arrangements under which it is performed 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 loaded or cleared through the port originally intended.

## Application of rates and charges

### RULE: 2 - APPLICATION OF RATES AND CHARGES Eff: 10/31/2024

**Effective** 10/31/2024

**Filed** 10/31/2024

**Filing Codes** C

1. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage,
2. Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges

which are assessed against the cargo will be for the account of the cargo, even if the carrier is responsible for the collection thereof.

3. Rates are stated in terms of U.S. Currency and apply per 1000 Kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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.

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

Rates indicated by WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

4. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein, except as otherwise provided in this Tariff.
5. Except as otherwise provided, rates do not include Marine Insurance or Consular Fees.
6. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom Declaration or Export Declaration covering the shipment. Carrier MUST verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Export Declaration including Schedule "B" Number and Dock Receipt. 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.

If Shippers are not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shippers must type on B/L "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

On Outbound Cargo, for shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

7. Unless otherwise specified, when the rates 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 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.
8. At Shipper's request, rates may be predicated on a value lower than the Bill of Lading limit of value or on an Ad Valorem basis.
9. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S. or Refrigerated Cargo, N.O.S. rate will apply. (For definition of Hazardous Cargo, see Rule 16)
10. Wherever rates are provided for named articles, the same rate will also be applicable on parts of such articles where so described in the Ocean Bill of Lading, except where specific rates are provided for such parts.

11. Unless otherwise provided, Breakbulk and LCL Rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY, and chassis or flatbed must be provided by the Shipper.
  
12. FORCE MAJEURE CLAUSE:  
Carrier's performance of its obligations under applicable bills of lading or other contracts shall be suspended, without prejudice to any rights or privileges of the Carrier, in the event of:  
War, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbor disturbances, or labor disturbances, widespread electrical power failures affecting port operations, pandemics, Acts of God including earthquakes, extreme weather conditions, or other natural catastrophes, declarations of force majeure by ocean carriers or terminals or other parties on whom Carrier relies to perform or facilitate carriage, 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, or the occurrence of any circumstances outside of Carrier's reasonable control that prevents performance. the  
Carrier reserves the right to cancel any outstanding booking or contract of carriage if in conformity with the Shipping Act of 1984, the Ocean Shipping Reform Act of 1998 and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions."  
The carrier also reserves the right to:
  1. Route shipments by any other means of transportation available Rerouted cargo, whether by all-water, air-water or land-water in accordance with rates, charges, or rules, and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to Bill of that are applicable to actual routing of cargo. The occurrence of such force majeure event shall not relieve Merchant from its obligations to pay all applicable freight charges
  2. Pass through any charges related to or resulting from the Force Majeure event. This includes all charges related to Detention, Demurrage and Storage; Surcharges related to Peak Season Surcharges, GRI's, Congestion Charges, Diversion, Amendment Fees and any other charges that may be incurred due the Force Majeure event and the subsequent rerouting of the cargo. Additionally, any charges quoted by the underlying carrier/provider may also be passed through and charged.
  
13. For the movement of cargo from/to Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as 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 or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.
  
14. Commodities which are restricted to "Stowage on Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.

15. MIXED SHIPMENTS/MIXED COMMODITIES:

Where commodity descriptions in this tariff name more than one commodity, rates shall apply on mixed shipments of 2 or more of the commodities named, in any combination thereof.

16. ADVANCE CHARGES - CARRIER ARRANGED SERVICE:

On port-to-port shipments, Shipper may request Carrier to arrange for pick-up service at origin and/or delivery service at destination. Carrier will arrange for pick-up and/or delivery service and Carrier shall advance all charges for such services arranged on behalf of the Shipper.

17. HAZARDOUS CARGO RATES:

Except as otherwise provided, rates filed in this tariff, NSAs or NRAs apply on Hazardous Cargo ONLY when the Hazard Code is "HAZ" or Hazardous Cargo is otherwise indicated in NSA or NRA. Rates with the Hazard Code "NHZ" or NSAs or NRAs absent a specific Hazard Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the rate or NSA or NRA applies for Hazardous or Dangerous cargo only.

## Cargo Declaration Rule

RULE: 2.1 - CARGO DECLARATION RULE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

### Filing Codes I

A. Submission of Cargo Declaration Data; Deadline for Same: All shippers of cargo on board a vessel that will call in the United States, for U.S. import cargo, and foreign destination cargo on board a vessel that will call in the United States, must submit the information named below regarding such cargo to the Carrier in writing, including by electronic transmission, not later than 24 hours prior to the receipt of the cargo by the Carrier.

A1. 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. For example, a container containing 10 pallets with 200 cases shall be described as 200 cases. Generic descriptions such as "Cargo, NOS", "FAK", "Freight, All Kinds", "General Cargo", "Chemicals", "Foodstuffs", and "Said to Contain" are not acceptable descriptions.

A2. 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").

A3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

A4. Internationally recognized hazardous material code when such materials are being shipped.

A5. Seal numbers for all seals affixed to the container.

**B. 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 U.S. Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service. For the purpose of this term, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

B1. Any FMC licensed or registered NVOCC with a U.S. Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the U.S. Customs Service shall also be required to fulfill the information requirements of Paragraph A above, regardless of the fact that the information has been submitted directly to U.S. Customs.

B2. NVOCC Co-Loading: For purposes of this subparagraph, the term "Master NVOCC" shall mean the NVOCC that is the customer of the VOCC and tenders co-loaded cargo to the VOCC in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the U.S. 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 U.S. Customs Service, but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the U.S. Customs Service, it shall be the obligation of the Master NVOCC to provide the VOCC with the information described in paragraph A with respect to all co-loaded cargo tendered to the VOCC by the Master NVOCC.

**C. Failure to Provide Information; Denial of Permission to Load Cargo:**

C1. Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this Rule.

C2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the failure to provide information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service, regardless of whether or not the required data or certification has been provided for such cargo, including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts, and any other unpaid freights or charges, are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs, including attorneys' fees, incurred in connection with such legal action.

D. Indemnification of Carrier: If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload 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 attorneys' fees, incurred in connection with such legal action.

## FDA Prior Notice Rule

RULE: 2.2 - FDA PRIOR NOTICE RULE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

### A. Prior Notice and Registration Requirements:

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior

notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing/processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

### B. Responsibility for Prior Notice and Registration:

It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

### C. Evidence of Compliance:

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agency(ies) and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply:

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. 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, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

## Customs Inspection/Delay of Container and Cargo

RULE: 2.3 - CUSTOMS INSPECTION/DELAY OF CONTAINER AND CARGO Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

### Codes I

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

## Use of NVOCC Negotiated Rate Arrangements

RULE: 2.4 - USE OF NVOCC NEGOTIATED RATE ARRANGEMENTS Eff: 09/30/2025

**Effective** 09/30/2025

**Filed** 09/30/2025

**Filing Codes RC**

Pursuant to 46 CFR Part 520 and 532, Carrier has elected to move all cargo under Non-Vessel Operating Common Carrier Negotiated Rate Arrangements (NRA).

The writings provided in the Carrier's rate quotes, rate sheets, rate matrices, and/or email exchanges between the Carrier and the Shipper cumulatively contain an offer(s) by Carrier pursuant to 46CFR532.6. Acceptance of the quotation shall become binding after receipt of the cargo by Carrier or its agent (or originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned document(s) do not reflect Shipper's understanding, Shipper must notify Carrier immediately. Carrier Rules Tariff, provided free of charge at <https://www.ship Probus Logistics.com/resources/terms-and-conditions/> contains the terms and conditions which are further applicable to the shipment.

In the event an applicable NRA or NSA rate is NOT in effect as of cargo receipt date, the Cargo NOS freight rate will be:

For freight to and from the contiguous US States:

- \$10,000 per container on port/port moves
- \$15,000 per container on rail/port and port/rail moves
- \$1000 per W/M for all LCL cargo

For freight to or from AK, HI and any US Territories:

- \$25,000 per container on port/port moves
- \$30,000 per container on rail/port and port/rail moves
- \$1500 per W/M for all LCL cargo

Note: The above applies only for port/port; port/rail; rail/port service and excludes all trucking and transload services.

If customer is requesting a Change of Destination ("COD") in the contiguous US States or Canada where there is no rate in NRA or NSA for the newly requested CY location, the following will apply in addition to Cargo Diversion Fees outlined in Rule 36 and BL Change/Amendment Fee in Rule 37.

The COD terms listed only apply for changes in CY location; port/port; port/rail; rail/port service and excludes all trucking and transload services.

WC COD to another WC Port	EC COD to another EC Port	WC COD to EC	EC COD to WC	IPI COD to WC	RIPI COD to EC	WC COD to IPI	EC COD to RIPI
Rate plus \$200	Rate plus \$500	Rate plus \$2000	Rate minus \$1500	IPI rate minus \$1375	RIPI rate minus \$850	WC rate plus \$5000	EC rate plus \$3000
COD = Change of Destination							
IPI = US Rail Ramp via US or CN West Coast							
RIPI = US Rail Ramp via US or CN East Coast							
WC = US or CN West Coast Port							

EC = US or CN East Coast or Gulf Coast Port

## Export Services Charge

RULE: 2.5 - EXPORT SERVICES CHARGE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRAs, for handling and supervision of preparation for export a charge of \$60.00 per shipment will apply. This handling charge applies ONLY to LCL shipments for consolidation. For LCL shipments not consolidated, \$60.00 will apply. Handling charge for hazardous cargo by direct or consolidated service - \$50.00.

## Communication Costs For the Transfer and Release of Documents

RULE: 2.6 - COMMUNICATION COSTS For the Transfer and Release of Documents Eff: 05/27/2025

**Effective** 05/27/2025

**Filed** 05/27/2025

**Filing Codes** c

Unless otherwise provided in individual NSAs or NRA, Communication Costs related to the transfer and release of documents to third parties through means such as such as telex and telephone will be charged at:

Each Telex - \$35.00

Each Telephone - \$5.00

## Customs Entry Fee

RULE: 2.7 - CUSTOMS ENTRY FEE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, the customs entry form preparation fee shall be \$195.00.

## Insurance Fee

RULE: 2.8 - INSURANCE FEE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes I**

Unless otherwise provided in individual NSAs or NRA, the insurance declaration preparation fee is \$25.00.

**Letter of Credit Fee**

RULE: 2.9 - LETTER OF CREDIT FEE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes I**

Unless otherwise provided in individual NSAs or NRA, for Letter of Credit Shipments an additional charge of \$50.00 will apply for analysis and handling any shipment under letter of credit.

**Consular Documentation**

RULE: 2.10 - CONSULAR DOCUMENTATION Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes I**

Unless otherwise provided in individual NSAs or NRA, Consular Documentation will be provided at cost and will be billed as an Additional Charge, when required.

**Consular Invoice Preparation**

RULE: 2.11 - CONSULAR INVOICE PREPARATION Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes I**

Unless otherwise provided in individual NSAs or NRA, a Consular Invoice Preparation Fee of \$10.00 will apply when required.

**Certificate of Origin**

RULE: 2.12 - CERTIFICATE OF ORIGIN Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes I**

Unless otherwise provided in individual NSAs or NRA, the fee for preparing certificates of origin, when required, will be \$55.00.

## Special Documentation Charge

RULE: 2.13 - SPECIAL DOCUMENTATION CHARGE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, any shipments which require special documents because of Governmental Regulations can be prepared upon request. An additional charge of \$55.00 for each document will apply.

## Preparation of Drafts for Direct Collection

RULE: 2.14 - PREPARATION OF DRAFTS FOR DIRECT COLLECTION Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

Not Applicable

## Preparation of Drafts for Indirect Collection

RULE: 2.15 - PREPARATION OF DRAFTS FOR INDIRECT COLLECTION Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable

## Free Domicile Fee

RULE: 2.16 - FREE DOMICILE FEE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, the Free Domicile Fee shall be \$50.00.

## Insurance Coverage

RULE: 2.17 - INSURANCE COVERAGE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, upon Shipper's request, Carrier will arrange insurance coverage at the following charge:

\$0.40 per \$100.00 value (subject to a minimum charge of \$50.00)

## Bill of Lading Courier Fee

RULE: 2.18 – Courier Fee Eff: 09/15/2024

**Effective** 09/15/2024

**Filed** 08/15/2024

**Filing Codes** I

A Bill of Lading Courier Fee will be applicable to all trades for Bills of lading printed in the U.S. and sent via courier as outlined herein. If PROBUS LOGISTICS is requested to print a bill of lading in the U.S. and sends via a courier account, either customer's courier or PROBUS LOGISTICS's courier to any location a surcharge listed below per Bill of lading shall be applied.

\$40-75 (domestic)

\$95-200 (international)

Fee applies per waybill / pouch subject to change without notice based on courier's tariff at the time of mailing.

## Cargo Declaration Data Correction Fee

RULE: 2.19 – CARGO DECLARATION DATA CORRECTION FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed** 08/30/2024

**Filing Codes** I

In the event a correction to cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent is required, shipper shall pay an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:

USD 30.00 per correction

This amendment fee is not applicable if an update of the seal number only is required due to customs inspection.

The charge shall not apply if shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

## Notary Fee

RULE: 2.20 – NOTARY FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed**

08/30/2024 **Filing Codes**

I

Unless otherwise provided in individual NSAs or NRA, a Notary Fee of \$35/document will apply if Carrier notary services are required.

## Legalization of Documents

RULE: 2.21 – LEGALIZATION OF DOCUMENTS Eff: 10/01/2024

**Effective** 10/01/2024

**Filed** 08/30/2024

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, and In the event carrier legal services are required, shipper shall pay the below listed charges as may be applicable.

Legalization Handling \$75 includes domestic courier

Legalization of documents at cost + admin fee \$35 Review additional document exceptions  
Letter of Credit (banking) \$300 Standard L/C - if additional documents are required  
Chamber of Commerce Stamp \$100 per document

## AES Filing Fee and AES Amendment Fee

RULE: 2.22 – AES FILING FEE AND AES AMENDMENT FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed** 08/30/2024

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, export cargo will be subject to the below fees for AES.

AES Filing Fee (Automated Export System) \$55 per B/L

AES Amendment Fee \$80 per B/L; per amendment or cancellation of the original filing.

## Export Origin Documentation Fee

RULE: 2.23 – EXPORT ORIGIN DOCUMENTATION FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed** 08/30/2024

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, export cargo will be subject to an Origin Documentation fee of \$125/bill of lading.

## Late Documentation Fee

RULE: 2.24 – LATE DOCUMENTATION FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed** 08/30/2024

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, If shipping instructions received after Documentation cut off will be charged a late documentation fee of \$125/bill of lading. This charge is in addition to any documentation fee already charged.

## AFR Filing Fee (Advance Filing Rule)

RULE: 2.25 – AFR FILING FEE (ADVANCE FILING RULE) FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed**

08/30/2024 **Filing Codes**

I

Unless otherwise provided in individual NSAs or NRA, shipments to Japan only will be charged an Advance Filing Fee (AFR) of \$75 per bill of lading.

## Consolidation Fee

RULE: 2.26 – CONSOLIDATION FEE Eff: 05/29/2026

**Effective** 05/29/2026

**Filed**

05/29/2026 **Filing Codes**

R

Unless otherwise provided in individual NSAs or NRA consolidated bookings will be charged a fee of \$75 when consolidations of any bookings (up to 5 bookings), will be considered a consolidated shipment. The fee applies per every 5 bookings thereafter.

Charges would apply as below by way of example:

# of Bookings	Consolidation Charge
2 to 5	\$75
6 to 9	\$75
10	\$150
11 to 14	\$150
15	\$225
16 to 19	\$225
20	\$300
etc	etc

## Equipment Change Status Fee

RULE: 2.27 – EQUIPMENT CHANGE STATUS FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed**

08/30/2024 **Filing Codes**

I

Unless otherwise provided in individual NSAs or NRA any import containers that are discharged from vessel at Canadian ports of Vancouver, BC and Prince Rupert and moved by rail on and after a strike, lockout, work stoppage, slow down or labor unrest begins will levy Equipment Change of Status Fee for the time the container is on-dock until the strike, lockout, work stoppage, slow down or labor unrest ends.

The charge will be CAD 292.95 per container.

## Hazardous Cargo Mis-declaration Fee

RULE: 2.28 – Hazardous Cargo Mis-declaration FEE Eff: 10/27/2024

**Effective** 10/27/2024

**Filed** 09/27/2024

**Filing Codes** I

In the event that hazardous/dangerous cargo is mis-declared or not declared for any breakbulk piece or container a mis-declaration fee of \$30,0000 will be applied.

## RESERVED FOR FUTURE USE

RULE: 2.29 – RESERVED FOR FUTURE USE FEE Eff: 5/29/2026

**Effective** 5/29/2026

**Filed** 5/29/2026

**Filing Codes** C

RESERVED FOR FUTURE USE

## RESERVED FOR FUTURE USE

RULE: 2.30 – RESERVED FOR FUTURE USE FEE Eff: 5/29/2026

**Effective** 5/29/2026

**Filed** 5/29/2026

**Filing Codes** C

RESERVED FOR FUTURE USE

## Rate Applicability Rule

RULE: 3 – Rate Applicability Rule Eff: 6/05/2023

Duplicate information moved from Rule 47 11/7/24

**Effective** 6/05/2023

**Filed** 6/05/2023

**Filing Codes** I

The rates, rules, and charges applicable to any given shipment will be those published and in effect on the date the cargo is received by the Carrier or its agent, including originating Carrier in the case of an intermodal through movement.

The cargo will be considered as "received" when the full bill of lading quantity has been received.

## Heavy Lift

RULE: 4 - HEAVY LIFT Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

Not Applicable.

## Extra Length

RULE: 5 - EXTRA LENGTH Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Minimum Bill of Lading Charges

RULE: 6 - MINIMUM BILL OF LADING CHARGES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

The Minimum Charge per Bill of Lading, unless otherwise provided in individual NSAs or NRA, shall be the rate applicable to 1000 Kilos or 1 CBM, W/M, as freighted.

## Payment of Freight Charges

RULE: 7 - PAYMENT OF FREIGHT CHARGES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

The rates provided herein apply in United States Currency and all charges must be prepaid in United States Currency or its equivalent in freely convertible currency. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by Carrier, in accordance with Rule 3, shall apply.

Full freight and charges to Port of Discharge as defined in Bill of Lading shall be considered earned and payable without refund in whole or in part upon receipt of the goods by the Carrier, vessel and/or cargo lost or not lost.

Except as otherwise provided in this Tariff, all rates and charges shown herein are to be collected in United States Currency in the United States not later than the time of receipt of cargo by Carrier.

## Bills of Lading

RULE: 8 - BILL(S) OF LADING Eff: 1/3/2024

**Effective** 1/3/2024

**Filed** 1/3/2024

**Filing Codes** C

The specimen of bill of Lading terms is provided in this rule and is an integral part of Carrier's tariff filed with the Federal Maritime Commission.

COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the

face of the Bill of Lading is performed by one mode of transport only. Those provisions constitute a contract between Merchant and Carrier.

BILL OF LADING TERMS AND CONDITIONS

**1. DEFINITIONS**

1.1 "Vessel" means the intended ocean vessel on the front hereof and any vessel, craft, lighter or other means of conveyance by water which is or shall be substituted in whole or in part for such named ocean vessel, and also includes any other vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

1.2 "Carrier" means United World Line (OTI License Number 020340NF) its agents, and employees.

1.3 "Merchant" means the person(s) named as Shipper/exporter, Receiver, Consignor, Consignee, the Holder of this Bill of Lading, the owner of the Goods, and/or any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons and the principals of each such entity.

1.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each Container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed Container on this Bill of Lading.

1.5 "Container" means any container, flat rack, pallet or other form of cargo-carrying unit or equipment referred to on the face hereof or in or on which any Goods may be unitized or otherwise packed or stowed when received by the Carrier for carriage hereunder or subsequent to such receipt.

1.6 "Carrier's container" or "Carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

1.7 "Place of Receipt," "Port of Loading," "Port of Discharge," and "Intended Place of Delivery" mean, respectively, the place of receipt, port of loading (Vessel), port of discharge (Vessel), and place of delivery nominated on this bill of lading.

1.8 "Goods" means the cargo received from the shipper/exporter and includes any Container(s) or materials supplied by or on behalf of any person other than the Carrier.

**2. CARRIER'S RESPONSIBILITY**

2.1 Carrier shall be responsible for the Goods and shall, subject to the terms of this Bill of Lading, be subject for loss of or damage to the Goods occurring after the Goods are delivered into Carrier's possession but prior to delivery of the Goods.

2.2 Subject to Sections 7 and 8 hereof the liability (if any) of the Carrier in respect of the Goods shall be determined as follows:

- A. if carriage is to or from the United States, in accordance with the Carriage of Goods by Sea Act of the United States of America as approved on April 15, 1936 ("COGSA");
- B. if carriage is to or from Brazil and a country other than the United States, in accordance with Brazilian Law No. 9.611/98 and Decree Law No. 5.276/2004 and regulations promulgated thereunder; and,
- C. if carriage is neither to or from the United States or Brazil, then in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, August 25, 1924 ("Hague Rules") as amended by the Protocol to amend the Hague Rules, February 23, 1928 ("Hague-Visby Rules"), whichever is made mandatorily applicable by the jurisdiction whose laws are applicable to the carriage and, if neither is made mandatorily applicable, then by the Hague Rules of 1924. The foregoing laws and conventions shall be deemed to be incorporated herein.

2.3 The provisions of Paragraph 2.2 above shall apply from the time the Goods are delivered into Carrier's possession until delivery of the Goods, and regardless of the location of the Goods at the time the loss or damage is suffered; provided, however, that if Merchant proves the damage occurred while the Goods were in the possession, custody and control of Carrier but at a time other than during ocean transport and the jurisdiction in which the damage or loss is proved to have occurred has a national law or is party to

an international convention governing liability for loss or damage to the Goods during other than ocean transport from which Merchant and Carrier may not depart by private agreement, then and only then will Carrier's liability be determined in accordance with such national law or international convention.

2.4 The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of Carrier.

2.5 Save as provided in Paragraph 2.2 above, the Carrier shall be under no liability in any capacity whatsoever for loss or misdelivery of or damage to the Goods howsoever caused whether or not through the negligence of the Carrier, his servants or agents or subcontractors, or for any consequential or special damages arising from such loss or misdelivery or damage, or any direct or indirect loss or damage caused by delay, or for any indirect, consequential, or special loss or damage.

2.6 **INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AT HIS EXPENSE AND LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO SHIPMENT.**

### **3. CONTRACTING PARTIES**

In agreeing to and accepting the terms of this Bill of Lading, the Shipper acts for himself and on behalf of each Merchant. The Shipper warrants to the carrier that he is entitled and is duly authorized by any other person who owns or is entitled to possession of the Goods and/or of this Bill of Lading to agree to and accept this Bill of Lading and to deliver the Goods to the Carrier and also in accepting endorsement or delivery hereof from the Shipper, Consignee or any other prior endorsee or holder and/or deliverer of the Goods confirms, ratifies and agrees to be bound by all of the stipulations, exceptions and conditions stated herein whether written, printed, stamped or otherwise incorporated on the front or back hereof and that the contract contained or evidenced herein shall be fully binding between the Carrier and such Merchant in all respects. Each Merchant agrees also that all agreements and freight arrangements previously made for the carriage of Goods are superseded by the contract contained or evidenced hereon. **4. SUBCONTRACTING**

4.1 The Carrier shall be entitled to subcontract directly or indirectly any part of the carriage, loading, unloading, storing, warehousing, handling and any and all other duties whatsoever undertaken by the Carrier in relation to the Goods. Every such servant, agent and subcontractor (including, but not limited to, subcontractors and other ocean, coastal and inland water carriers, rail carriers and truckers) shall have the benefit of all provisions herein as if such provisions were expressly for their benefit, and in entering into this contract, the Carrier to the extent of these provisions does so not only on its own behalf but as agent and trustee for such servants, agents and subcontractors.

4.2 The Merchant shall indemnify the Carrier against any claims which may be made upon the Carrier by any such servant, agent or subcontractor as a result of any claim made against it or them by Merchant. The Merchant authorizes the Carrier to arrange for any ocean or other carriage required under this Bill of Lading to be performed by any ocean or other carrier on the terms and conditions of the regular form of Bill of Lading in use by such carrier.

### **5. ROUTE OF TRANSPORT AND SCHEDULE**

5.1 The Goods may at the Carrier's absolute discretion be carried as a single or several shipments by the Vessel and/or any other means of transport and through any route whatsoever, whether or not such route is the direct advertised or customary route.

5.2 The Vessel shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Any action taken by the Carrier under this Section or delay resulting therefrom shall be deemed to be included within the contractual carriage and shall not be a deviation. Carrier shall not be liable for schedule deviations. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading.

**6. CONTAINER PACKED BY CARRIER** Where Goods received for carriage under this Bill of Lading are not already contained in Container(s) at the time of such receipt, the Carrier shall be at liberty to carry such Goods in any type of Container(s).

**7. CONTAINER PACKED BY MERCHANT**

If the Goods accepted by the Carrier are a Container(s) into which contents have been packed by or on behalf of the Merchant:

- A. The Merchant guarantees that the stowage of the contents in Container(s) and the closing and sealing of the Container(s) are safe and proper and also that the Container(s) and content thereof are suitable for handling and carriage in accordance with the terms hereof. In the event of the Merchant's breach of such guarantee, the Carrier shall not be responsible for any loss or damage to or in connection with the Goods and the Merchant shall be responsible for all consequences of whatsoever kind of such breach and shall indemnify the Carrier against any loss, damage, expense or liability, which the Carrier suffers or incurs as a consequence of such breach;
- B. The Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted hereon, unless Merchant gives notice to the contrary in writing to the Carrier prior to packing the Container(s);
- C. If the Container(s) are delivered from the Carrier with seals intact, such delivery shall be deemed as the full and complete performance of the Carrier's obligation hereunder;
- D. Carrier shall be at liberty to inspect the contents of the Container(s) without notice to the Merchant at such time and place as the carrier may deem necessary. All expenses incurred in respect thereof shall be borne by the Merchant and in case the seals of the Container(s) are broken by the Customs or other authorities for inspection of the contents of the said Container(s), the Carrier shall not be liable for any loss, damage, expense(s) or any other consequences arising or resulting therefrom.

**8. CARRIER'S CONTAINER(S)**

8.1 The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's equipment, Container(s), or the contents thereof which occurs while in the possession or control of the Merchant, his agents or subcontractors.

8.2 The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of the other persons or injuries to other persons caused by the Carrier's equipment, Container(s), or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents, or subcontractors.

**9. RETURN OF CONTAINERS**

9.1 In case goods are delivered in Container(s) which the Carrier owns or to the possession of which the Carrier is otherwise entitled, the Merchant taking delivery shall return such Container(s) promptly.

9.2 Merchant shall pay Carrier for the demurrage, detention, and/or storage charges applicable to the Containers.

#### **10. DESCRIPTION AND PARTICULARS OF GOODS**

10.1 The Bill of Lading is *prima facie* evidence of the receipt only of the number of Container(s) shown on the face hereof. The description and particulars of the Goods set out on the face hereof, including the order and condition of the contents of any Container(s), are furnished by the Merchant and are unknown to the Carrier, who shall be under no responsibility whatsoever in respect to such condition, description and particulars.

10.2 The Vessel shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by or on behalf of the Merchant are correct and Merchant shall indemnify Carrier against all claims, damages, expenses, and liabilities, including taxes, penalties, and fines suffered or incurred by the Carrier as a result of any inaccuracy or lack of timely presentation regarding such information. **11. FREIGHT AND CHARGES**

11.1 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

11.2 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

11.3 Freight may be calculated on basis of the particulars of the Goods furnished by or on behalf of the Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant, open the container or package and remove and examine the contents, weight, measure, and value of the goods, and if the particulars furnished are found to be incorrect the freight shall be adjusted accordingly, and the Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

11.4 Freight shall be deemed earned on receipt of the Goods whether the Goods and/or conveyance are lost or not lost by the Carrier, and whether freight be intended to be prepaid or collected at destination, and shall be paid by the Merchant. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1-1/2% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods. Returned checks shall be subject to a \$100 fee.

11.5 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any governmental authority. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

11.6 Except to the extent (if any) to which they may be inconsistent with any of the express terms of this Bill of Lading, the terms of the Carrier's applicable tariff (and, where relevant, NVOCC Service Arrangement or Negotiated Rate Agreement), current at the time when the Goods were received by the Carrier for carriage under this Bill of Lading, are incorporated into this Bill of Lading and form part of the contract evidenced herein.

## **12. LIEN**

12.1 The Carrier shall have a lien on the Goods, documents relating thereto, and any other property of Merchant which is in, *en route* to, or hereinafter comes into the possession of Carrier (which shall survive delivery) for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this or any other Bill of Lading and the cost and expenses of recovery of same Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the Goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery and apply the net proceeds of such sale to the payment of the amounts due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. If on sale of the Goods or other property the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

12.2 If the Goods are unclaimed during a reasonable time or whenever, in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibilities attaching to himself, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

## **13. EXPENSES**

The Merchant shall be liable for and shall indemnify the Carrier and hold it harmless against all loss, damage, costs, expenses, and liability (including taxes, penalties and fines) of whatsoever nature suffered or incurred by the Carrier in connection with the Goods or the Container(s) because of the failure of the Merchant to procure consular, Department of Health, or other permits or any papers that may be required at any port or place in connection with the Goods or to supply information or otherwise to comply with all laws and regulations in connection with Goods or any expenses or disbursements incurred in accordance with Paragraphs 8.2 and 15.1 hereof or from any other act or omission of the Merchant and also against all damages, charges, legal fees and other expenses which the Carrier may incur in connection with inspections, attachments, seizures, executions, claims or legal proceedings of any description against Goods by any government or other third parties, or any proceedings by way of intermediaries or otherwise which the Carrier may bring to determine the right of ownership or possession in or to the Goods or

Container(s), and also against any expenses or charges for regaining or attempting to regain possession of the Goods or Container(s). The Merchant authorizes the Carrier to pay and/or incur all such costs, expenses and charges and to do any matters mentioned above at its expense and at Merchant's expense and as Merchant's agent and to engage other persons to regain or seek to regain possession of Goods or Container(s) and do all things deemed advisable for the benefit of Goods or Container(s). The Merchant and the Goods shall be jointly and severally liable for the payment of any sums due to the Carrier hereunder by the Merchant. Without in any way limiting the generality of the foregoing, the Merchant shall indemnify the Carrier in respect of any dues or other charges for which the Carrier becomes legally liable to pay and/or pays to any governmental customs or other authority in respect of the Goods or Container(s).

#### **14. DANGEROUS GOODS AND CONTRABAND**

14.1 Goods of an inflammable, explosive, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature must not be tendered for carriage hereunder unless written notice of their natural name, label, classification and the method of rendering the said Goods innocuous, together with the names and addresses of the Shippers and Consignees, have been previously given to the Carrier, and carriage of said Goods accepted by Carrier, and the nature of said Goods distinctly marked on the outside of the Container(s), package(s) or piece(s) with reasonable specificity and as required by treaty, statutes or regulations. The foregoing written notice shall bear the certificate required by applicable statutes or regulations to certify that the Goods are properly described, packed and marked and in proper condition for transportation according to the regulations prescribed by a competent authority.

14.2 If any Goods tendered for carriage without previous written declaration are or at any time in the opinion of Carrier become of the above mentioned nature or are or become contraband or prohibited by any law or regulations of any port or loading discharge or call or any place during transit whether the Merchant is aware thereof or not, such Goods upon discovery at any time may be rendered innocuous, thrown overboard or discharged at any port or place, or be otherwise disposed of at Carrier's or its subcontractor's discretion without any liability attaching thereto and without prejudice to the Carrier's right to freight and any other charges payable hereunder. Merchant shall indemnify Carrier for any loss or expenses arising from such actions.

14.3 The foregoing provisions shall also apply to any such Goods tendered for carriage with such previous declaration which in the opinion of the Carrier or his subcontractor have or are likely to become dangerous to the Carrier, Vessel, Cargo or other property or person. The Merchant shall indemnify the Carrier against all loss, damage, expenses, and liabilities including taxes, penalties, and fines suffered or incurred by the Carrier as a result of the carriage of such Goods. The Carrier reserves the right but shall have no obligation to ship Container(s) packed by or on behalf of the Merchant and to examine the contents thereof and arrange for restorage, recuperage, or reconditioning at the Carrier's or the subcontractor's discretion but at the Merchant's risk and expense.

#### **15. SPECIAL CONTAINERS**

15.1 The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container(s) nor to carry special Container(s) packed by or on behalf of the Merchant as such, but the Carrier will treat such Goods or Container(s) only as ordinary goods or dry Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight required has been paid.

- 15.2 The Carrier does not accept responsibility for the proper functioning of special Container(s) supplied by or on behalf of the Merchant. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.
- 15.3 As regards the Goods which have been agreed to be carried in special Container(s), the Carrier shall exercise due diligence to maintain the facilities of the special Container(s) while they are in his actual custody and control but shall not be liable for any loss of or damage to the Goods caused by latent defects, derangement or breakdown of facilities of the Container(s).
- 15.4 If the Goods have been packed in refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is stipulated in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the Container(s).
- 15.5 If the Goods have been received by the Carrier in Container(s) which have been packed by or on behalf of the Merchant, Merchant warrants the content has been properly stowed, the thermostatic controls properly set as required, and, if necessary, that the Goods have been pre-chilled before loading into the Container. The Carrier shall not be liable for any loss or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the Container(s).
- 15.6 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.
- 15.7 If the requirements of Section 15 above are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.
- 15.8 The Carrier shall in no event be held liable for damage to Goods due to condensation.

## **16. WEIGHT**

- 16.1 Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Carrier is entitled to rely on the accuracy of such weights and to countersign, endorse, or otherwise provide its own certified weight to the steamship lines. The merchant agrees that it shall comply with all laws and regulations regarding the weight of containers and shall indemnify and hold the Carrier harmless from and against any and all claims, losses, penalties, costs, or other liabilities resulting from any incorrect or questionable statements of the weight provided by Merchant or its agent or contractor on which the Carrier relies.
- 16.2 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high. If Merchant fails to comply, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify

and hold Carrier harmless from and against any and all claims, losses, penalties, costs, or other liabilities suffered or incurred by Carrier as a result of such failure.

**17. DECK CARGO**

- 17.1 The Carrier has the right to carry Goods and Container(s) under deck or on deck on any Vessel.
- 17.2 Carrier is not required to note "on deck storage" on the face of this Bill of Lading and Goods so carried shall constitute under deck storage for all purposes including the General Average.
- 17.3 Except as otherwise provided by any law applicable to this Contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to Goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

**18. TRANSSHIPMENT AND FORWARDING**

- 18.1 Whether arranged beforehand or not the Carrier shall be at liberty, without notice, to perform the contract of carriage evidenced hereby wholly or partly by the named Vessel or any vessel or craft or by any vehicle, aircraft or other means of transport by water, land, or air, whether owned or operated by the Carrier or others. The Carrier may under any circumstance whatsoever discharge the Goods or Container(s) or any part thereof at any port of place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.
- 18.2 In case the Goods hereby specified cannot be found at the port of discharge or the Place of Delivery or if they are miscarried then, when found, the Goods may be forwarded to the intended Port Of Discharge or Place of Delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding.

**19. LIBERTIES**

- 19.1 If at any time Carrier's performance hereunder in the opinion of Carrier is or is likely to be affected by any hindrance, risk, danger, delay, injury, difficulty, or disadvantage of whatsoever kind including strike and howsoever arising which cannot be avoided by the exercise of reasonable endeavors, Carrier has no duty to complete performance of this Bill of Lading. In all such circumstances, Carrier, whether or not transport has commenced, may at its sole discretion and without notice to the Merchant: carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternate route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or, suspend the Carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or, terminate carriage of the Goods and place them at the Merchant's disposal at any place or port which the carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease, with the Carrier nevertheless entitled to full freight on the Goods.

In all such circumstances, any additional costs shall be for the account of the Merchant and shall be paid prior to release of the Goods.

- 19.2 If, after storage, discharge, or any actions contained in Section 19 above Carrier makes arrangements to store and/or forward the goods, it is agreed that it shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

- 19.3 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction,

regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation. 20.

**DELIVERY**

20.1 The Carrier shall have the right to deliver the Goods at any warehouse from or at the Vessel's side, customs house, warehouse, wharf, quay, container yard, or any other place designated by the Carrier within the geographic limits of the intended Port of Discharge or the intended Place of Delivery shown on this Bill of Lading.

20.2 In any case, the Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, his servants, agents or subcontractors or any other person entitled to receive the Goods on his behalf at the place designated by the Carrier, or in any manner or to any other person in accordance with the custom and usage of the Port of Discharge or Place of Delivery. Delivery of the Goods to the custody of customs or other authorities shall constitute final discharge of the Carrier's responsibility hereunder.

20.3 In case the Goods received by the Carrier are Container(s) into which contents have been packed by or on behalf of the Merchant. the Carrier shall only be responsible for delivery of the total number of Container(s) and to deliver the contents thereof in accordance with marks, numbers, sizes, or types or packages or pieces. In case the Goods have been packed into Container(s) by the Carrier, the Carrier shall unpack the Container(s) and deliver the contents thereof and shall not be required to deliver the Goods in Container(s). In the event that the Carrier delivers or places the Goods into any customs house, bonded store, or any other place described in Paragraph 20.1 hereof or in Sections 18 or 19 hereof, the Merchant shall be liable to pay and shall pay all cost(s), expense(s) and charge(s) associated or in any way connected therewith.

20.4 In the event that the Carrier attempts delivery of the goods to the Merchant pursuant to the terms hereof during normal trading hours and the Merchant, his servants, agents or subcontractors or any other person nominated to take delivery of the Goods on his behalf, does not take or accept delivery of the Goods, the Merchant shall be liable to pay and shall pay all costs, expenses and charges including detention, demurrage, and storage suffered or incurred by the Carrier, his servants, agents, or subcontractors in connection or in any way associated with such attempted delivery until it is accomplished.

20.5 If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

**21. NOTICE OF CLAIM AND TIME FOR SUIT**

21.1 Unless notice of loss or damage and a description of the general nature of such loss or damage has been given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within three (3) days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading; 21.2 In any event the carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss, or damage unless suit is brought within one (1) year after delivery of the Goods or the date the Goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be that set forth in Carrier's applicable tariff or thirty-six (36) months, whichever is shorter and of legal effect under the laws in the jurisdiction applicable to this Bill of Lading as set forth in Section 2. **22. COMPENSATION**

**FOR LOSS OR DAMAGE**

22.1 Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person or entity entitled to make the claim for such loss or damage.

22.2 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

22.3 Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with

respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

22.4 In any case where Carrier's liability for compensation may exceed the amounts set forth above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

22.5 Higher compensation may be claimed only when, with the written consent of the Carrier, the value of the Goods declared by the Shipper which exceeds the limits laid down in this Section has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted *pro rata* on the basis of such declared value.

22.6 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

22.7 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

### **23. BOTH-TO-BLAME COLLISION CLAUSE**

If the carrying vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact. **24.**

### **GENERAL AVERAGE**

24.1 The General Average shall be adjusted, stated, and settled in the State of Ohio or any other place selected by the Carrier and according to the York-Antwerp Rules of 1994, excepting rules 21 and 22 thereof. Interest, however, shall be allowed on expenditures, sacrifices, and allowances charged to General Average at the prime rate charged by major banks and prevailing at time of payment plus 1 percent per annum until the date of the

General Average Statement. Due allowance being made for any interim reimbursement from the contributory interest or from the General Average fund. The General Average Statement in every instance shall be prepared by average adjusters selected by the Carrier in average adjustments. Disbursements in foreign currency shall be exchanged into any currency at the Carrier's option at the rate prevailing at time of payment and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port of final discharge of such damaged cargo. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before the delivery of the Goods. Such cash deposit, Agreement, or other security as the Carrier or his agents may consider requisite to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Goods or the Merchant(s) to the Carrier if required before delivery. Any deposits shall be payable at Carrier's option in the currency to be indicated on each occasion by the Carrier and be remitted to the Average Adjusters. Refunds of credit balance shall be paid in the same currency. It is understood that in every instance the Merchant shall remain responsible until the statement of average has been settled.

24.2 In case of accident, damage, danger, or disaster, before or after commencement of the voyage, resulting from any cause whatever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, to the Goods, the Merchant(s) shall contribute with the Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect to the Goods. If the salvage vessel is owned or operated by the Carrier, salvage shall be paid so fully as if the salvage vessel was owned or operated by strangers. **25. BASIC**

**LIABILITY**

25.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

25.2 If it is established that the loss of or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 2 of this Bill of Lading.

25.3 Notwithstanding Section 2 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

- A. cannot be departed from by private contract to the detriment of Merchant; and,
- B. would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
- C. where A or B above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 22 of this Bill of Lading.

25.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Paragraph 25.2 above.

25.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

25.6 Carrier shall not be liable for any loss or damage arising from:

- A. an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,
- B. compliance with the instructions of any person authorized to give them,
- C. handling, loading, stowage or unloading of the goods by or on behalf of Merchant,
- D. inherent vice of the goods,

- E. lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- F. insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
- G. fire, unless caused by actual fault or privity of Carrier,
- H. any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

25.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

25.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

#### **26. GOVERNING LAW AND JURISDICTION**

26.1 Except as may be otherwise provided herein, the contract evidenced by or contained in this Bill of Lading shall be governed by the Law of the State of Ohio with the exception of its conflict of laws principles and any action or other dispute arising out of or in connection with this Bill of Lading shall be brought before a federal or state court

located in the State of Ohio unless the Carrier otherwise agrees in writing. Merchant and Carrier agree that they are each personally subject to the jurisdiction thereat. **27.**

#### **CARRIER'S TARIFF(S)**

27.1 The Goods carried under this Bill of Lading are also subject to all the terms and conditions of Carrier's published Governing Rules Tariff (as the same may be supplemented or updated from time to time, "Carrier's Tariff") on file with the Interstate Commerce Commission or any other regulatory agency which governs a particular portion of the carriage and the Carrier's Tariff is incorporated fully herein by this reference as part of the terms and conditions of this Bill of Lading. In the event of a conflict between any terms and conditions of this Bill of Lading and Carrier's Tariff, then the terms and conditions of Carrier's Tariff shall govern and control.

27.2 Copies of Carrier's Tariff may be obtained from Carrier upon request or from the governmental body with whom the Carrier's Tariff has been filed. **28. SEVERABILITY**

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. **29. VARIATION OF THE CONTRACT, ETC.**

No servant, subcontractor, or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or verified in writing by a corporate officer of the Carrier.

## **Freight Forwarder Compensation**

RULE: 9 - FREIGHT FORWARDER COMPENSATION Eff: 10/02/2024

**Effective** 10/02/2024

**Filed** 10//02/2024

## Filing Codes I

PAYMENT OF COMPENSATION:

APPLICABLE ONLY ON CARGO ORIGINATING IN THE UNITED STATES:

1. Compensation to a Licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when, such Forwarder is licensed with the Federal Maritime Commission under Section 19 (a) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998 and has certified in writing that it holds a valid license and has performed the following services:
  - A. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
  - B. Prepared and processed the Ocean Bill of Lading, Dock Receipt, Consular Documents and Export Declarations or other similar document with respect to the shipment.
2. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment. Freight Forwarder Compensation cannot be paid on any shipment for which Ocean Brokerage is payable.
3. Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.
4. The amount of compensation will be: 0%.
5. Compensation will not be due or payable on the following:
  - a. Advance Charges.
  - b. Temporary Freight Charges or Emergency Surcharges.
- C. Bulk Cargoes and Lumber exempted from the posting requirements of the Shipping Act, 1984 and the Ocean Shipping Reform Act of 1998.
  - d. Military Sealift Command or Military Traffic Management Command Cargoes.
  - e. Currency Adjustments.

## Surcharges and Arbitraries

RULE: 10 - SURCHARGES AND ARBITRARIES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

For Surcharges and Arbitraries, apply the following Subrules.

## Inspection Fee

RULE: 10.1 - INSPECTION FEE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

All shipments will be subject to a fee of \$15.00 per hour for inspection and loading supervision at pier.

## Container Stuffing Charge

RULE: 10.2 - CONTAINER STUFFING CHARGE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, a Container Stuffing Charge of \$600.00 per container will apply for receiving and unloading freight in the warehouse from one Shipper to one Destination for one Consignee and reloading into ocean container for export.

## Container Service Charge

RULE: 10.3 - CONTAINER SERVICE CHARGE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, a Container Service Charge applies to full container load (FCL) movements ONLY. When PROBUS LOGISTICS arranges positioning at Shipper's location and Inland/Ocean movement of PROBUS LOGISTICS will provide Deck Receipt, Ocean Bill of Lading and if required, prepare shippers export declaration - \$125.00 per container.

## Minimum Quantity Rates

RULE: 11 - MINIMUM QUANTITY RATES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

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

## Ad Valorem Rates

RULE: 12 - AD VALOREM RATES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

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 and additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the ad valorem rate, specifically provided against the item, shall be three (3.0%) percent of the total value declared and is in addition to the base rate.

## Transshipment

RULE: 13 - TRANSSHIPMENT Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Co-Loading in Foreign Commerce

RULE: 14 - CO-LOADING IN FOREIGN COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an Ocean Carrier under the name of one or more of the NVOCC's.

EXTENT OF

ACTIVITY: Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable

Bill of Lading with the identity of any other NVOCC with which its cargo has been coloaded.  
and/or

Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where Carrier is the tendering NVOCC, Carrier shall be responsible to the receiving NVOCC for payment of any charges for the transportation of the cargo.

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

## Open Rates in Foreign Commerce

RULE: 15 - OPEN RATES IN FOREIGN COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Hazardous Cargo

RULE: 16 - HAZARDOUS CARGO Eff: 05/29/2026

**Effective** 05/29/2026

**Filed** 05/29/2026

**Filing Codes** R

1. Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.

2. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo.

3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

Class 1. Explosives.

2. Gases; Compressed, Liquified or Dissolved

under Pressure.

3. Inflammable Liquids.
4. Inflammable Solids.
5. Oxidizing Substances and Organic Peroxide.
  
6. Poison and Infectious Substances.
7. Radioactive Substances.
8. Corrosives.
9. Miscellaneous Dangerous Substances.

On port-to-port service the charge for Hazardous Cargo will be:  
\$350/20' and \$500/40'/40hc/45'

In addition to the port-to-port charge if the freight moves from/to a CY Ramp location an additional charge will apply:

\$450/container

## **Green Salted Hides in Foreign Commerce**

RULE: 17 - GREEN SALTED HIDES IN FOREIGN COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes I**

Not Applicable.

## **Returned Cargo in Foreign Commerce**

RULE: 18 - RETURNED CARGO IN FOREIGN COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## **Shippers Requests in Foreign Commerce**

RULE: 19 - SHIPPERS REQUESTS IN FOREIGN COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Any Shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, courier, facsimile or telex. Requests and Complaints are to be sent directly to the Carrier at the address shown in the Tariff Record.

As used in this Tariff, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

## Overcharge Claims

RULE: 20 - OVERCHARGE CLAIMS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expenses incurred by the Carrier in connection with its investigation of the claim shall

be borne by the party responsible for the error, or, if no error be found, by the Claimant.

B. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998.

C. 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, pursuant to Section 11(g) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998. Such claims must be filed within three years of the date of receipt of shipment by Carrier (in accordance with Rule 3).

## Use of Carrier Equipment

RULE: 21 - USE OF CARRIER EQUIPMENT Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

## Automobile Rates in Domestic Offshore Commerce

RULE: 22 - AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

Not Applicable.

## Carrier Terminal Rules and Charges

RULE: 23 - CARRIER TERMINAL RULES AND CHARGES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Use of Carrier Equipment Detention and Demurrage Charges

RULE: 23.1 - USE OF CARRIER EQUIPMENT DETENTION AND DEMURRAGE CHARGES

Eff: 01/05/2021

**Effective** 08/30/2024

**Filed** 08/30/2024

**Filing Codes** IR

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all detention and demurrage charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

## NVOCC's in Foreign Commerce: Bonds & Agents

RULE: 24 - NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission proof of financial responsibility as required by 46 CFR 515.22 to ensure the financial responsibility of the Carrier for the payment of any judgement for damages arising from its transportation-related activities, order for reparations or penalties assessed pursuant to the Shipping Act of 1984, as modified by The Ocean Shipping Reform Act of 1998.

2. Bond No. 2020100106

3. Name of Surety Company that issued the bond:

American Alternative Insurance Corp.

(A Delaware Corporation)  
555 College Road East

PO Box 5241  
Princeton, NJ 08543

**B. RESIDENT AGENT:**

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in Paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
2. Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Name and Address of Resident Agent:

PROBUS LOGISTICS, Inc.  
1340 Depot St Ste 200  
Rocky River, OH 44130

## Certification of Shipper Status in Foreign Commerce

**RULE: 25 - CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE Eff: 01/05/2021**

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

A. In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 515.27, each Shipper who is a Non-Vessel-Operating Common Carrier ("NVOCC") shall provide to Carrier prior to tendering any shipment, evidence as may be acceptable to the Carrier and the Federal Maritime Commission ("FMC") that such NVOCC is tariffed and bonded as required by Section 8 and 19 of the Shipping Act of 1984, as amended and the Ocean Shipping Reform Act of 1998.

B. If any Non-Vessel-Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having posted a tariff and filed a surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

## Time/Volume Rates in Foreign Commerce

**RULE: 26 - TIME/VOLUME RATES IN FOREIGN COMMERCE Eff: 01/05/2021**

**Effective** 01/05/2021

**Filed** 01/05/2021 **Filing**

**Codes** I

Time/Volume Rates (TVR) in this tariff shall be as specified in individual commodity descriptions and NSA's or NRA's referenced as Time/Volume Rates, in accordance with 46 C.F.R. Section 520.12 and subject to the terms and conditions below.

General Terms:

- a) Once a Time/Volume Rate is accepted by one shipper, it shall remain in effect for the time specified, without amendment; and
- b) Shipper notices and shipment records supporting a Time/Volume Rate will be maintained by the carrier for five years after any shipper's use of a Time/Volume Rate has ended.

Agreement for Time/Volume Rates

We, (insert company name) of which head office is located in (insert company address) wish to accept Time Volume Rate No. (insert TVR No.) which is offered by (insert (Carrier Name) (hereinafter "Carrier")) as per local and intermodal freight tariff No. 001.

Contact: (insert name) Phone: (insert phone number)

We agree to place the TVR No. on the body of each bill of lading issued and agree that bills of lading which do not bear the TVR No. will not be counted toward the required minimum and that such shipments shall be rated at the applicable tariff rate.

We further agree to place our name as shipper and/or consignee (not notify party) in full style on each bill of lading and that any bill of lading which has a name other than as shown herein shall not be counted toward any TVR requirement.

Name: (insert name)

Title: (insert title)

Date: (insert date)

This enrollment is acknowledged by Carrier. Your enrollment number is (insert TVR No.).

Name: (insert name)

Title: (insert title)

Date: (insert date)

Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the enrollment number assigned.

This Time/Volume Rates agreement is made as of (insert date), and it includes the following terms:

1. Term:

This TVR agreement shall become effective for the period specified in the commodity description and TVR referring hereto for application. For the purpose of determining whether or not a cargo movement occurs during the term of this TVR agreement, the pertinent

date shall be the date when the full bill of lading quantity has been received by the carrier.

2. Minimum  
/Maximum  
m  
Volume:

The shipper shall tender for shipment to Carrier during the term of this TVR agreement a Minimum/Maximum cargo as specified in the commodity description and TVR referring hereto for application.

3. Scope:

This TVR agreement covers container transportation and related service from (or at) Carrier's nominated receiving facilities at the origin port(s) and point(s) to (or at) Carrier's nominated delivery facilities at the destination port(s) and point(s) for which there are rates in the TVR referring hereto for application. The commodities covered by this TVR are those in the commodity description referring hereto for application.

4.

Rates:

The rates for this TVR agreement are contained in the TVR referring hereto for application.

5. Failure to meet minimum volume requirements:

Cargo shall be rated at the applicable TVR. If the shipper/consignee fails to tender the minimum volume commitment specified in the individual TVR, the carrier shall re-rate the cargo at the otherwise applicable tariff rate and invoice the shipper/consignee and shipper/consignee agree to pay deficit charges on the difference between the freight charges actually paid and the freight charges applicable due to the re-rating. The total of any amounts due hereunder shall be paid directly to the carrier within thirty (30) days following written notification by the carrier.

6. Verification:

Each original bill of lading for a shipment under the individual TVR shall bear the TVR No. contained on the application of TVR in an appropriate column such as shipper or consignee column. The shipment records which will be maintained to support the individual TVR are the respective bills of lading and any notices. The record keeping officer shall be:

(insert name and address)

The record keeping officer shall also be the person to respond to a request for shipment records under 46 C.F.R. 520.

7. Other conditions in general:

i) Shipments shall be counted toward only one (1) TVR. ii) Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.

Carrier

Shipper

By: (insert name)  
Title: (insert title)  
Date: (insert date)

By: (insert name)  
Title: (insert title)  
Date: (insert date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

## Loyalty Contracts in Foreign Commerce

RULE: 27 - LOYALTY CONTRACTS IN FOREIGN COMMERCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Definitions

RULE: 28 - DEFINITIONS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

FCL - means Full Container Load

FOREIGN DESTINATION PORT GROUP - means all destination ports in foreign countries as described in Rule 1.B.

FOREIGN DEST POINT GROUP - means all destination points in foreign countries as described in Rule 1.B.

FOREIGN ORIGIN POINT GROUP - means all origin points in foreign countries as described in Rule 1.B.

FOREIGN ORIGIN PORT GROUP - means all origin ports in foreign countries as described in Rule 1.B.

LCL - means Less Than Full Container Load

NRA - means Negotiated Rate Agreement

US DESTINATION POINT GROUP - means all destination points in the United States as described in Rule 1.A.

US DESTINATION PORT GROUP - means all destination ports in the United States as described in Rule 1.

US ORIGIN POINT GROUP - means all origin points in the United States as described in Rule 1.A.

US ORIGIN PORT GROUP - means all origin ports in the United States as described in Rule 1.

## Symbols

RULE: 29 - SYMBOLS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

### Filing Codes I

#### RATE BASIS

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

#### HAZARD CODES

A IMO Stow Category A  
 B IMO Stow Category B  
 C IMO Stow Category c  
 D IMO Stow Category D  
 E IMO Stow Category E  
 HAZ Hazardous  
 NHZ Non-Hazardous  
 N/A Not Applicable

#### CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

#### SIZES

20/20GP 20FT  
 40/40GP 40FT 8'6"  
 40H/40HC 40FT 9'6" HIGH CUBE  
 40X 40FT ANY HEIGHT  
 45X 45FT ANY HEIGHT

#### TYPES

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

#### TEMPERATURE

AC Artificial Atmosphere  
Control  
 CLD Chilled  
 FRZ Frozen  
 HTD Heated  
 N/A Not Applicable/Not  
Operating  
 RF Refrigerated  
 VEN Ventilated

#### SERVICE

D Door  
 M Motor  
 R Rail Yard  
 S Container Freight  
Station  
 U Rail Siding  
 X Team Tracks  
 Y Container Yard

#### SYMBOL EXPLANATION

A.....Increase

C.....Change in wording which results in neither  
 Increase nor Reduction  
 E.....Expiration  
 I.....New or Initial Matter  
 R.....Reduction  
 P.....Extension of Service to Additional Port(S)  
 S.....Special Case Matter  
 T.....Terminal Rates, Charges or Provisions over which  
 carrier has no control  
 W.....Same Day Withdrawal of Erroneous Data  
 X.....Exemption for Controlled Carrier Date in  
 U.S./Bilateral Trades  
 x.....Times (Measurement to Weight Ratio Factor)  
 %.....Percent  
 '.....Foot (Feet)  
 ".....Inch(es)  
 &.....And  
 \$.....Dollar(s)  
 /.....or (Per)

INLAND TRANSPORTATION MODES		WEIGHT		
B	Barge	KG(S)	Kilograms	
M	Motor	KT	1000 Kgs (Metric Ton)	MB Motor/Barge LB(S)
	Pounds			
MR	Motor/Rail	LT	Long Ton (2240 LBS)	
N/A	Not Applicable	ST	Short Ton (2000 LBS)	
R	Rail			
RB	Rail/Barge			

VOLUME		LENGTH, WIDTH AND HEIGHT	
CBM	Cubic Meter	CM	Centimeters
CFT	Cubic Feet	FT	Feet
		IN	Inches
		M	Meters

## Access to Tariff Information

RULE: 30 - ACCESS TO TARIFF INFORMATION Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

### Filing Codes I

In accordance with 46 C.F.R. Section 520.9, Carrier's tariff is available for public inspection at tariff publisher's internet website. This internet tariff location is listed on the Federal Maritime Commission's website, at [www.fmc.gov](http://www.fmc.gov), pursuant to 46 C.F.R. Section 520.3(e).

Requests for assistance with tariff access should be directed to:

PROBUS LOGISTICS, Inc.

1340 Depot St Ste 200  
Rocky River, OH 44116  
(440)895-8212

## Seasonal Discontinuance

RULE: 31 - SEASONAL DISCONTINUANCE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Military Cargo Terms

RULE: 32 - MILITARY CARGO TERMS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Project Rates

RULE: 33 - PROJECT RATES Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Terminal Tariffs

RULE: 34 - TERMINAL TARIFFS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Not Applicable.

## Booking Cancellation Fees

RULE: 35 – Booking Cancellation Fees Eff: 5/29/2026

**Effective** 05/29/2026

**Filed** 05/29/2026

**Filing Codes** R

Unless otherwise provided in individual NRAs or NSAs, cancellation of a booking will incur a fee of \$500 per container.

## **Diversion Fees**

RULE: 36 – DIVERSION FEES Eff: 10/27/2021

**Effective** 10/27/2024

**Filed** 09/27/2024

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, A diversion handling fee of \$500 per container will apply in addition to any pass-through charges from the carrier.

## **BL Change / Amendment Fee**

RULE: 37 – BL CHANGE/AMENDMENT FEE Eff: 07/26/2021

**Effective** 07/26/2021

**Filed** 07/26/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, A diversion handling fee of \$125 per occurrence will apply for any changes requested to a BL after a draft is issued. Changes occur to any modification of information appearing on the bill of lading.

## **Shipment Turnover Handling Fee**

RULE: 38 – SHIPMENT TURNOVER HANDLING FEE Eff: 2/18/2025

**Effective** 2/18/2025 **Filed**

2/18/2025 **Filing Codes**

R

Unless otherwise provided in individual NSAs or NRA, in the case of shipments not being customs cleared by PROBUS LOGISTICS, a fee of \$50.00 will be charged for every bill of lading to turn over the shipment to the customs broker.

## **RESERVED FOR FUTURE USE**

RULE: 39 – RESERVED FOR FUTURE USE Eff: 5/29/2026

**Effective** 5/29/2026

**Filed** 5/26/2026

**Filing Codes** R

RESERVED FOR FUTURE USE.

## AMS Filing and Cancellation Fees

RULE: 40 – AMS FILING FEES Eff: 6/24/2024

**Effective** 6/24/2024

**Filed** 6/24/2024

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of cargo requiring AMS filing, the fee for filing AMS will be \$35 per bill of lading.

If an amendment to or cancellation of the AMS filing should be required, a fee of \$80 will apply.

## RESERVED FOR FUTURE USE

RULE: 41 – RESERVED FOR FUTURE USE Eff: 5/29/2026

**Effective** 5/29/2026

**Filed** 5/26/2026

**Filing Codes** R

RESERVED FOR FUTURE USE.

## LATE SI/VGM Submissions

RULE: 42 – Late SI/VGM Submissions: 4/7/2022

**Effective** 4/7/2022

**Filed** 4/7/2022

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRAs, in the case of cargo where a SI/VGM is received after the deadline (late) from the Shipper, a fee of \$25 will apply per SI received after the deadline (late).

## Bunker Adjustment Fees

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2026

**Effective** 7/1/2026

**Filed** 5/29/2026

**Filing Codes AC**

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise provided in individual NSAs or NRAs. Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 2660 per 20'
- USD 2865 per 40'
- USD 2865 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 3170 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 2720 per 20'
- USD 2955 per 40'
- USD 2955 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 3290 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 2960 per 20'

- USD 3265 per 40'
- USD 3265 per 40' High cube, Non-Operating Reefer and Reefer container - USD 3775 per 45'

**TECHNOLOGY ADMINISTRATION FEE**

RULE: 44 – Technology Administration Fee Eff: 1/15/2026

**Effective** 01/15/2026

**Filed** 12/12/2025

**Filing Codes A**

Unless otherwise provided in individual NSAs or NRAs, a technology administration fee shall apply:

Import:	\$20 per shipment
Export:	\$12 per shipment

**LA/Long Beach Container Excess Dwell Fee**

RULE: 45 – LA/LONG BEACH CONTAINER EXCESS DWELL FEE Eff: 11/04/2021

**Effective** 11/04/2021

**Filed** 11/04/2021

**Filing Codes I**

Unless otherwise provided in individual NSAs or NRA, in the case of containers scheduled to move by truck (local), fees will be charged for every container dwelling eight days or more following vessel discharge. For containers moving by rail (intermodal), fees will be charged for every container dwelling five days or more following vessel discharge. The fee will be \$100 per container, increasing in \$100 increments per container per day of excess dwell time beyond the prescribed period. For example, for a container that dwells three days beyond the prescribed period, the fee will be \$100 on the first day, \$200 on the second day and \$300 on the third day - for a total of \$600.

## Seattle/Tacoma Container Long Stay Handling Fee

RULE: 46 – SEATTLE/TACOMA CONTAINER LONG STAY HANDLING FEE Eff: 11/04/2021

**Effective** 11/04/2021

**Filed** 11/04/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, all local import units that have exceeded 15 calendar days on terminal in Seattle or Tacoma will incur a \$310 or \$315 "Long Stay Rehandling Fee" per day.

## Panama Canal Transit Fee

RULE: 47 – Panama Canal Transit Fee Use Eff: 1/4/2025

**Effective** 1/4/2025

**Filed** 12/5/2024

**Filing Codes** I

Unless otherwise explicitly indicated in a particular NRA or NSA the following Panama Canal Transit Fee will be assessed for cargo from Asia and the India Subcontinent transiting the Panama Canal with port of discharge at US East Coast and US Gulf Coast ports.

\$40/20'

\$80/40', 40HC, 40NOR,

\$105/45'

\$40/20RE, OT, FR

\$80/40RE, 40HCRE, OT, FR

## PSS - Peak Season Surcharge

RULE: 48 – PSS – Peak Season Surcharge Eff: 6/29/2025

**Effective** 6/29/2025

**Filed** 5/30/2023

**Filing Codes** A

All dry and refrigerated cargo moving from the origins listed below are subject to the peak season surcharge (PSS) listed unless otherwise stated.

Cargo originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

PSS				
Destination	20'	40-40hc	45'	40hc Reefer OR NOR
US West Coast	\$7,200	\$8,000	\$10,130	\$8,000
IPI via USWC	\$7,200	\$8,000	\$10,130	\$8,000
US East Coast / RIPI via USEC / US Gulf Coast	\$10,800	\$12,000	\$15,195	\$12,000

## Formula for Non-Published Rates or Charges

RULE: 49 – Formula for Non-Published Rates or Charges Eff: 9/22/2025

**Effective** 9/22/2025

**Filed** 9/22/2025

**Filing Codes** C

This rule applies to all per container base ocean freight rates, outport arbitrariness, and any other charges.

The resulting base ocean freight rates shall be subject to the same notes, terms and conditions as the filed rate and any applicable surcharges shall be assessed based on those on file for the equipment size used.

### Dry Containers

When 20' rate is filed and no 40' rate: apply 110% and round off to the nearest five dollars of 20' rate for 40'  
 When 20' rate is filed and no 40'HC rate: apply 110% and round off to the nearest five dollars of 20' rate for 40'HC  
 When 20' rate is filed and no 45' rate: apply 127% and round off to the nearest five dollars of 20' rate for 45'

When 40' rate is filed and no 40'HC rate: apply the same rate  
 When 40' rate is filed and no 20' rate: apply 90% and round off to the nearest five dollars of the 40' for 20'  
 When 40' rate is filed and no 45' rate: apply 126.6% and round off to the nearest five dollars of the 40' rate for 45'  
 When 40' rate is filed and no 40'NOR rate: apply 90% and round off to the nearest five dollars of the 40' for 40'NOR  
 When 40'HC rate is filed and no 40' rate: apply the same rate  
 When 40'HC rate is filed and no 20' rate: apply 90% and round off to the nearest five dollars of the 40'HC for 20'  
 When 40'HC rate is filed and no 45' rate: apply 126.6% and round off to the nearest five dollars of the 40'HC rate for 45'  
 When 40'HC rate is filed and no 40'HCNOR rate: apply 90% and round off to the nearest five dollars of the 40'HC for 40'HCNOR

When 45' rate is filed and no 40' rate: apply 80% and round off to the nearest five dollars of 45' rate for 40'  
 When 45' rate is filed and no 40'HC rate: apply 80% and round off to the nearest five dollars of 45' rate for 40'HC  
 When 45' rate is filed and no 20' rate: apply 71% and round off to the nearest five dollars of 45' rate for 20'

### Refrigerated Containers

When 40NOR rate is filed and no 40'HC rate: apply 125% and round off to the nearest five dollars of 40NOR rate for 40'HC  
 When 40'HC rate is filed and no 40NOR rate: apply 90% and round off to the nearest five dollars of 40'HC rate for 40NOR

## ISF-5 Canada (Importer Security Filing)

RULE: 50 – ISF-5 Canada (Importer Security Filing) Eff: 9/10/2023

**Effective** 9/10/23

**Filed** 8/11/23

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, in the case of cargo moving to or through Canada the fee for filing ISF-5 will be \$45 per bill of lading.

## ACI Canada (Advanced Commercial Information)

RULE: 51 – ACI Canada (Advanced Commercial Information) Eff: 9/10/2023

**Effective** 9/10/23

**Filed** 8/11/23

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, in the case of cargo moving to or through Canada the fee for filing ACI will be \$85 per bill of lading.

## Clean Truck Fee

RULE: 52 – Clean Truck Fee Eff: 10/1/2023

**Effective** 10/1/23

**Filed** 9/1/23

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRAs a clean truck fee will apply at the ports of Los Angeles, CA; Long Beach, CA; and San Pedro, CA of:  
\$10/20' container  
\$20/40'- 40hc- 45' container.

Charge is subject to change without notice. For the latest information visit <https://www.pierpass-tmf.org/>

## Drayage Layover Fee (USA)

RULE: 53 – Drayage Layover Fee (USA) Eff: 10/1/2023

**Effective** 10/1/23

**Filed** 9/1/23

**Filing Codes** I

When applicable a drayage layover fee of \$350 to \$500 per container will apply when a shipment requires a layover. Charge is billable on any and all moves per every 301 oneway miles. Rate varies by vendor and location.

## ISF-10 USA (Importer Security Filing)

RULE: 54 – ISF-10 USA (Importer Security Filing) Eff: 10/20/2023

**Effective** 10/20/23

**Filed** 9/20/23

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, the fee for filing ISF-10 will be \$35 per bill of lading when filed by PROBUS LOGISTICS.

## DO Fee (Delivery Order Fee)

RULE: 55 – DO Fee (Delivery Order Fee) Eff: 10/20/2023

**Effective** 10/20/23

**Filed** 9/20/23

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, a delivery order fee of \$50 per issuance will apply and is applicable if dispatched to a customer's trucker, at the customer's negotiated rate.

## US Overweight Fee

RULE: 56 – US Overweight Fee Eff: 10/27/2024

**Effective** 10/27/24

**Filed** 09/27/24

**Filing Codes** A

When an In-bound Cargo is moved by rail to/from Long Beach, Los Angeles, Oakland and Seattle US and Canadian West Coast Ports to/from inland points, Overweight charge below is applicable for the cargo that truck-shuttling in ports is inevitable.

A charge of \$350.00 (USD) will apply against any 20'ft container with a net weight over 37,500 LBS or against any 40' or 40'HC container with a net weight over 44,000 LBS.

Containers loaded with cargo in excess of  
37,500 lbs. per 20ft. dry container or

44,000 lbs. per 40ft. dry container or 40ft. high cube dry or reefer container  
which are unevenly loaded to the extent that they are in violation of U.S. highway  
limitations shall be considered overweight and subject to the following:

Shipper/consignee of such overweight containers shall be jointly, severally and absolutely liable for any fine, penalty other sanction imposed upon carrier, its agent or participating motor carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation service provided under this tariff and occasioned

by any act of commission or commission 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.

Any expenses involved with carrier's refusal or handling of such containers (including but not limited to demurrage, detention, storage, handling, shuttle, unloading, stuffing and re-stuffing of containers, and additional equipment costs) will be for the joint and several account of shipper, consignee and cargo owner. Any such expenses shall be paid to the carrier before return of the container to the shipper or release of the container to the shipper/consignee.

Nothing in this rule shall require carrier, its agent or inland motor 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 account of 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 inland motor 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 attorney's fees and all costs incurred in the defense of such claim(s).

Furthermore, any shipper /consignee that will be moving by rail to an inland point in the United States shall be responsible for compliance with all requirements relating to equipment, loading, stowage, and packing imposed by the rail carrier with respect to such shipments. It will be the shipper's sole responsibility to ascertain and comply with such requirements.

If the carrier is required to pay any costs, charges, expenses, damages, or penalties to any rail Carrier or any other third party as a result of the failure to comply with any rail requirements for equipment, loading, stowage or packing requirements, the shipper / consignee shall reimburse the carrier for any such payments with ten (10) days of the date notice and demand sent by the carrier.

In addition, if the carrier is required to pay any costs, charges, expenses to any other third party as a result of providing tri-axle chassis in handling overweight cargo, the shipper / consignee shall reimburse the carrier for any such payments; tri-axle chassis usage, flips with ten (10) days of the date notice and demand sent by the carrier. Free time for the cargo moving with tri-axle chassis under service contract or tariff shall apply to containers only and shall not apply to tri-axle chassis. Carrier haulage for overweight cargos requiring tri-axle chassis is acceptance subject to tri-axle chassis availability. Whenever the carrier haulage is required and tri-axle chassis not available, the shipper / consignee will have to pay demurrage and rail storage occurred until triaxle chassis become available.

## **Transit Disruption Surcharge/Suez Canal Contingency Surcharge**

RULE: 57 – Transit Disruption Surcharge/Suez Canal Contingency Surcharge Eff: 2/3/2024

**Effective** 2/3/24  
**Filed** 1/4/24  
**Filing Codes** I

Cargo diverted from Suez Canal shall incur an additional surcharge of \$2500/container.

## RESERVED FOR FUTURE USE

RULE: 58 – RESERVED FOR FUTURE USE Eff: 5/29/2026

**Effective** 5/29/2026  
**Filed** 5/26/2026

**Filing Codes** R  
 RESERVED FOR FUTURE USE.

## Pass Through Carrier Charges

RULE: 59 – Pass Through Carrier Charges Eff: 03/11/2026

**Effective** 3/11/26  
**Filed** 3/11/26  
**Filing Codes** C

Any charges or accessorial not specifically listed herein but charged by an underlying carrier may be passed through including any supplemental bunker charges.

## US/Canada Congestion Charge

RULE: 60 – US/Canada Congestion Charge USE Eff: 06/01/2026

Effective updated to 7/1/2025 on 6/12/25  
 Effective updated to 7/15/2025 on 6/30/25  
 Effective updated to 8/1/2025 on 7/14/25  
 Effective updated to 8/15/2025 on 7/31/25  
 Effective updated to 9/1/2025 on 8/13/25  
 Effective updated to 9/15/2025 on 8/29/25  
 Effective updated to 10/1/2025 on 9/12/25  
 Effective updated to 10/15/2025 on 9/30/25  
 Effective updated to 11/1/2025 on 10/14/25  
 Effective updated to 11/15/2025 on 10/29/25  
 Effective updated to 12/1/2025 on 11/14/25  
 Effective updated to 12/15/2025 on 12/1/25  
 Effective updated to 1/1/2026 on 12/12/25

Effective updated to 1/15/2026 on 12/29/25  
Effective updated to 2/1/2026 on 1/12/26  
Effective updated to 2/15/2026 on 1/29/26  
Effective updated to 3/01/2026 on 2/13/26  
Effective updated to 3/15/2026 on 2/28/26  
Effective updated to 4/1/2026 on 3/13/26  
Effective updated to 4/15/2026 on 3/31/26  
Effective updated to 5/1/2026 on 4/10/26  
Effective updated to 5/15/2026 on 4/30/26  
Effective updated to 5/14/2026 on 6/1/26  
Effective updated to 6/1/2026 on 5/29/26

**Effective 06/01/2026**

**Filed 05/15/25 Filing**

**Codes I**

Unless otherwise explicitly indicated in a particular NRA or NSA the following Congestion Surcharge will be assessed for cargo to or from the US and Canada from or to the world:

\$2000/20'

\$2500/40', 40HC, 40NOR,

\$3165/45'

\$2000/20RE, OT, FR \$3000/40RE,

40HCRE, OT, FR

## **GRI – General Rate Increase**

**RULE: 61 – GRI – General Rate Increase Eff: 06/01/2026**

Effective pushed out to 11/01/2024 on 10/17/2024  
Effective pushed out to 11/15/2024 on 10/30/2024  
Effective pushed out to 12/1/2024 on 11/13/2024  
Effective pushed out to 12/15/2024 on 11/27/2024  
Effective updated to 1/6/2025 on 12/13/24  
Effective updated to 1/15/2025 on 1/6/2025

Effective updated to 2/1/2025 on 1/15/2025  
 Effective updated to 2/15/2025 on 2/1/2025  
 Effective updated to 3/1/2025 on 2/15/25  
 Effective updated to 3/15/2025 on 2/28/25  
 Effective updated to 4/1/2025 on 3/13/25  
 Effective updated to 4/15/2025 on 3/31/25  
 Effective updated to 5/1/2025 on 4/14/25  
 Effective updated to 5/15/2025 on 4/30/25  
 Effective updated to 6/1/2025 on 5/14/25  
 Effective updated to 6/15/2025 on 5/30/25  
 Effective updated to 7/1/2025 on 6/12/25  
 Effective updated to 7/15/2025 on 6/30/25  
 Effective updated to 8/1/2025 on 7/14/25  
 Effective updated to 8/15/2025 on 7/31/25  
 Effective updated to 9/1/2025 on 8/13/25  
 Effective updated to 9/15/2025 on 8/29/25  
 Effective updated to 10/1/2025 on 9/12/25  
 Effective updated to 10/15/2025 on 9/30/25  
 Effective updated to 11/1/2025 on 10/14/25  
 Effective updated to 11/15/2025 on 10/29/25  
 Effective updated to 12/1/2025 on 11/14/25  
 Effective updated to 12/15/2025 on 12/1/25

Effective updated to 1/1/2026 on 12/12/25  
 Effective updated to 1/15/2026 on 12/29/25  
 Effective updated to 2/1/2026 on 1/12/26  
 Effective updated to 2/15/2026 on 1/29/26  
 Effective updated to 3/01/2026 on 2/13/26  
 Effective updated to 3/15/2026 on 2/28/26  
 Effective updated to 4/1/2026 on 3/13/26  
 Effective updated to 4/15/2026 on 3/31/26  
 Effective updated to 5/1/2026 on 4/10/26  
 Effective updated to 5/15/2026 on 4/30/26  
 Effective updated to 5/14/2026 on 6/1/26  
 Effective updated to 6/1/2026 on 5/29/26

**Effective** 06/01/2026

**Filed** 9/20/2024

**Filing Codes** I

Unless otherwise explicitly indicated in a particular NRA or NSA the following GRI will be assessed for cargo to or from the US and Canada from or to the world:

Origin or Destination	20'	40-40hc	45'	40hc Reefer
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US West Coast	\$3,600	\$4,000	\$5,065	\$4,000
IPI via USWC	\$3,600	\$4,000	\$5,065	\$4,000
US East Coast / RIPI via USEC / US Gulf Coast	\$5,400	\$6,000	\$7,600	\$6,000

## Return Cargo Rule

RULE: 62 (previously listed as Rule 57) – Return Cargo Rule Eff: 10/27/2024

**Effective** 10/27/24

**Filed** 9/27/24

### Filing Codes I

The rate applicable on returned cargo will be subject to Minimum B/L or Container Charge as indicated in Rule 6 and the following conditions named hereunder.

An administrative fee of \$500 will also be charged for any return cargo shipment.

For cargo Inbound to the US or Canada 60% of the inbound ocean freight and bunker will be charged along with any applicable destination charges that may apply to the return location with the following conditions:

1. The initial Inbound voyage was completed by PROBUS LOGISTICS, Inc.
2. Cargo is returned within a maximum of one-half calendar year after arrival at destination, within the scope of this tariff.
3. Compulsory presentation of initial Bill of Lading.
4. Origin and Destination Ports/Points shown on the return Bill of Lading are the Ports/Points indicated on the initial inbound Bill of Lading.

For cargo Outbound from the US or Canada the ocean freight and bunker will be charged according to a quote provided by PROBUS LOGISTICS for the return move as well as any

destination charges that may apply to the return location with the following conditions:

1. The initial Outbound voyage was completed by PROBUS LOGISTICS, Inc.
2. Cargo is returned within a maximum of one-half calendar year after arrival at destination, within the scope of this tariff.
3. Compulsory presentation of initial Bill of Lading.
4. Origin and Destination Ports/Points shown on the return Bill of Lading are the Ports/Points indicated on the initial inbound Bill of Lading.

Note: Cargo retained onboard or discharged without being entered through customs will follow the same conditions listed above.

## Panama Canal Transit Fee

RULE: 63 Panama Canal Transit Fee Rule Eff: 2/21/2025

**Effective** 2/21/2025 **Filed**

1/22/2025 **Filing Codes**

I

A Panama Canal Transit Fee shall apply on all shipments transiting via the Panama Canal.

USD 60 per 20' container

USD 120 per 40' container

USD 120 per 40' high-cube container

USD 120 per 45' high-cube container

This charge is intended to cover additional costs incurred for reserving transit slots for vessels passing through the Panama Canal.

Unless otherwise specified, all charges for reefer and special equipment (e.g., open top, flat rack, and tank containers) will align with the tariff for dry cargo.

## Equipment Imbalance Surcharge – Refrigerated Cargo

RULE: 64 Equipment Imbalance Surcharge Rule Eff: 2/21/2025

**Effective** 2/21/2025

**Filed** 1/22/2025

**Filing Codes** I

All refrigerated cargo originating in the United States shall be subject to the following Equipment Imbalance Surcharge:

\$1000.00 / refrigerated container

## Canada Emissions Reduction Fee

RULE: 65 Canada Emissions Reduction Fee Rule Eff: 2/21/2025

**Effective** 2/21/2025

**Filed** 1/22/2025

**Filing Codes** I

All cargoes which are discharged at Vancouver (CAVCR) and Prince Rupert (CAPET) will levy Canada Emissions Reduction Fee (CAERF) as follows:

CAD 18.5 per 20' container

CAD 18.5 per 20' reefer container

CAD 37.0 per 40' container  
 CAD 37.0 per 40' high-cube container  
 CAD 37.0 per 40' high-cube reefer container CAD 47.0 per 45' high-cube container

## Market Adjustment Factor

RULE: 66 Market Adjustment Factor Rule Eff: 06/01/2026

- Effective updated to 3/1/2025 on 2/15/25
- Effective updated to 3/15/2025 on 2/28/25
- Effective updated to 4/1/2025 on 3/13/25
- Effective updated to 4/15/2025 on 3/31/25
- Effective updated to 5/1/2025 on 4/14/25
- Effective updated to 5/15/2025 on 4/30/25
- Effective updated to 6/1/2025 on 5/14/25
- Effective updated to 6/15/2025 on 5/30/25
- Effective updated to 7/1/2025 on 6/12/25
- Effective updated to 7/15/2025 on 6/30/25
- Effective updated to 8/1/2025 on 7/14/25
- Effective updated to 8/15/2025 on 7/31/25
- Effective updated to 9/1/2025 on 8/13/25
- Effective updated to 9/15/2025 on 8/29/25
- Effective updated to 10/1/2025 on 9/12/25
- Effective updated to 10/15/2025 on 9/30/25
- Effective updated to 11/1/2025 on 10/14/25
- Effective updated to 11/15/2025 on 10/29/25
- Effective updated to 12/1/2025 on 11/14/25
- Effective updated to 12/15/2025 on 12/1/25
- Effective updated to 1/1/2026 on 12/12/25
- Effective updated to 1/15/2026 on 12/29/25
- Effective updated to 2/1/2026 on 1/12/26
- Effective updated to 2/15/2026 on 1/29/26
- Effective updated to 3/01/2026 on 2/13/26
- Effective updated to 3/15/2026 on 2/28/26 for SunChief Service
- Effective updated to 4/10/2026 on 3/11/26 expanding to all services
- Effective updated to 4/1/2026 on 3/13/26 SunChief Service
- Effective updated to 4/15/2026 on 3/31/26
- Effective updated to 5/1/2026 on 4/10/26
- Effective updated to 5/15/2026 on 4/30/26
- Effective updated to 5/14/2026 on 6/1/26

**Effective** 06/01/2026

**Filed** 3/11/2026

**Filing Codes** A

A Market Adjustment Factor as below will apply to all shipments.

\$900/20' container

\$1000/40-40hc-40NOR container

\$1265/45' container

## Emergency Bunker Charge

RULE: 67 Emergency Bunker Charge Eff: 04/10/2026

**Effective** 04/10/2026

**Filed** 3/11/2026 **Filing**

**Codes R**

An Emergency Bunker Charge will apply on all import and export shipments as below.

### Export

Ocean only:

- \$340 per 20' container dry and reefer
- \$640 per 40-40hc-40NOR container and 45' container

Combined Rail + Ocean:

- \$490 per 20' container dry and reefer
- \$940 per 40-40hc-40NOR container and 45' container

### Import

\$1045/20' container dry and reefer

\$1160/40-40hc-40NOR container

\$1470/45' container

## Location Groups Foreign Destination Point Group (DO)

GROUP: FOREIGN DEST POINT GROUP Eff: 01/05/2021

<b>Group Name</b>	FOREIGN DEST POINT GROUP
<b>Org/Dest Code</b>	D



<b>Port(P) Point(O) Code</b>	O
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I
<b>Cities:</b>	<p>AFGHANISTAN</p> <p>ALBANIA</p> <p>ALGERIA</p> <p>ANDORRA</p> <p>ANGOLA</p> <p>ANGUILLA</p> <p>ANTARCTICA</p> <p>ANTIGUA AND BARBUDA</p> <p>ARGENTINA</p> <p>ARUBA</p> <p>ASHMORE AND CARTIER ISLANDS</p> <p>AUSTRALIA</p> <p>AUSTRIA</p> <p>BAHAMAS THE BAHRAIN</p> <p>BAKER ISLAND</p> <p>BANGLADESH</p> <p>BARBADOS</p> <p>BASSAS DA INDIA</p> <p>BELGIUM</p> <p>BELIZE</p> <p>BENIN</p> <p>BERMUDA</p> <p>BHUTAN</p> <p>BOLIVIA</p> <p>BOTSWANA</p> <p>BOUVET ISLAND</p> <p>BRAZIL</p> <p>BRITISH VIRGIN ISLANDS</p> <p>BRUNEI</p> <p>BULGARIA</p> <p>BURKINA</p> <p>BURMA</p> <p>BURUNDI</p> <p>CAMBODIA</p>

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  
EGYPT  
EL SALVADOR  
EQUATORIAL GUINEA  
ERITREA  
ETHIOPIA  
EUROPA ISLAND  
FALKLAND ISLANDS (ISLAS MALVIN  
FAROE ISLANDS  
FEDERATED STATES OF MICRONESIA  
FIJI  
FINLAND  
FRANCE  
FRENCH GUIANA  
FRENCH POLYNESIA

FRENCH SOUTHERN AND ANTARCTIC

GABON

GAMBIA THE

GAZA STRIP

GERMANY

GHANA

GIBRALTAR

GLORIOSO ISLANDS

GREECE

GREENLAND

GRENADA

GUADELOUPE

GUATEMALA

GUERNSEY

GUINEA

GUINEA BISSAU

GUYANA

HAITI

HEARD ISLAND AND MCDONALD ISLA

HONDURAS

HONG KONG

HOWLAND ISLAND

HUNGARY

ICELAND INDIA

INDONESIA

IRAN

IRAQ

IRAQ SAUDI ARABIA NEUTRAL ZONE

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  
QATAR  
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  
VANUATU  
VATICAN CITY  
VENEZUELA  
VIETNAM  
WAKE ISLAND  
WALLIS AND FUTUNA WEST  
BANK  
WESTERN SAHARA  
WESTERN SAMOA  
YEMEN  
YUGOSLAVIA  
ZAIRE  
ZAMBIA

ZIMBABWE

**Foreign Destination Port Group (DP)**

GROUP: FOREIGN DESTINATION PORT GROUP Eff: 01/05/2021

<b>Group Name</b>	FOREIGN DESTINATION PORT GROUP
<b>Org/Dest Code</b>	D
<b>Port(P) Point(O) Code</b>	P
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I
<b>Cities:</b>	ALBANIA
	ALGERIA
	AMERICAN SAMOA
	ANGOLA
	ANGUILLA
	ANTIGUA AND BARBUDA
	ARGENTINA ARUBA
	AUSTRALIA
	BAHAMAS THE BAHRAIN
	BANGLADESH
	BARBADOS
	BELGIUM
	BELIZE
	BENIN
	BERMUDA
	BOLIVIA
	BRAZIL
	BRITISH VIRGIN ISLANDS
	BRUNEI
	BULGARIA BURMA
	CAMBODIA
	CAMEROON
	CANADA
	CAPE VERDE
	CAYMAN ISLANDS
	CHILE
	CHINA
	COLOMBIA

COMOROS  
CONGO  
COOK ISLANDS  
COSTA RICA  
CUBA  
CYPRUS  
CZECHOSLOVAKIA  
DENMARK  
DJIBOUTI  
DOMINICA  
DOMINICAN REPUBLIC  
ECUADOR  
EGYPT  
EL SALVADOR  
EQUATORIAL GUINEA  
ERITREA  
ETHIOPIA  
FALKLAND ISLANDS (ISLAS MALVIN  
FAROE ISLANDS  
FIJI  
FINLAND  
FRANCE  
FRENCH GUIANA  
FRENCH POLYNESIA  
GABON  
GAMBIA THE  
GERMANY  
GHANA  
GIBRALTAR  
GREECE  
GREENLAND  
GRENADA  
GUADELOUPE  
GUATEMALA GUINEA  
GUINEA BISSAU  
GUYANA  
HAITI  
HONDURAS  
HONG KONG

HUNGARY  
ICELAND INDIA  
INDONESIA  
IRAN  
IRELAND  
ISRAEL  
ITALY  
IVORY COAST  
JAMAICA  
JAPAN  
JERSEY  
JOHNSTON ATOLL  
JORDAN  
KENYA  
KIRIBATI  
KOREA DEMOCRATIC PEOPLES REP  
KOREA REPUBLIC OF  
KUWAIT  
LEBANON  
LIBERIA  
LIBYA  
LUXEMBOURG MACAU  
MADAGASCAR  
MALAYSIA  
MALTA  
MAN ISLE OF  
MARSHALL ISLANDS  
MARTINIQUE  
MAURITANIA  
MAURITIUS  
MEXICO  
MIDWAY ISLANDS  
MONACO  
MONTSERRAT  
MOROCCO  
MOZAMBIQUE  
NAMIBIA  
NAURU  
NETHERLANDS

NETHERLANDS ANTILLES  
NEW CALEDONIA  
NEW ZEALAND  
NICARAGUA  
NIGERIA  
NIUE  
NORFOLK ISLAND  
NORTHERN MARIANA ISLANDS  
NORWAY  
OMAN  
PAKISTAN  
PANAMA  
PAPUA NEW GUINEA  
PARAGUAY PERU  
PHILIPPINES  
POLAND  
PORTUGAL  
QATAR  
REUNION  
ROMANIA  
SAO TOME AND PRINCIPE  
SAUDI ARABIA  
SENEGAL  
SEYCHELLES  
SIERRA LEONE  
SINGAPORE  
SOLOMON ISLANDS  
SOMALIA  
SOUTH AFRICA  
SPAIN  
SRI LANKA  
ST HELENA  
ST KITTS AND NEVIS  
ST LUCIA  
ST PIERRE AND MIQUELON  
ST VINCENT AND THE GRENADINES SUDAN  
SURINAME  
SWEDEN  
SWITZERLAND

SYRIA  
 TAIWAN  
 TANZANIA UNITED REPUBLIC OF  
 THAILAND  
 TOGO  
 TONGA  
 TRINIDAD AND TOBAGO  
 TRUST TERRITORY OF THE PACIFIC  
 TUNISIA  
 TURKEY  
 TURKS AND CAICOS ISLANDS  
 TUVALU  
 UGANDA  
 UNION OF SOVIET SOCIALIST REPU  
 UNITED ARAB EMIRATES  
 UNITED KINGDOM  
 UNITED STATES  
 URUGUAY  
 VANUATU  
 VENEZUELA  
 VIETNAM  
 YEMEN  
 YUGOSLAVIA ZAIRE

### Foreign Origin Point Group (OO)

GROUP: FOREIGN ORIGIN POINT GROUP Eff: 01/05/2021

<b>Group Name</b>	FOREIGN ORIGIN POINT GROUP
<b>Org/Dest Code</b>	O
<b>Port(P) Point(O) Code</b>	O
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I
<b>Cities:</b>	AFGHANISTAN ALBANIA ALGERIA ANDORRA ANGOLA ANGUILLA ANTARCTICA

ANTIGUA AND BARBUDA  
ARGENTINA  
ARUBA  
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  
EGYPT  
EL SALVADOR  
EQUATORIAL GUINEA  
ERITREA  
ETHIOPIA  
EUROPA ISLAND  
FALKLAND ISLANDS (ISLAS MALVIN FAROE  
ISLANDS  
FEDERATED STATES OF MICRONESIA  
FIJI  
FINLAND  
FRANCE  
FRENCH GUIANA  
FRENCH POLYNESIA  
FRENCH SOUTHERN AND ANTARCTIC  
GABON  
GAMBIA THE  
GAZA STRIP  
GERMANY  
GHANA  
GIBRALTAR  
GLORIOSO ISLANDS  
GREECE  
GREENLAND  
GRENADA  
GUADELOUPE

GUATEMALA  
GUERNSEY  
GUINEA  
GUINEA BISSAU  
GUYANA  
HAITI  
HEARD ISLAND AND MCDONALD ISLA  
HONDURAS  
HONG KONG  
HOWLAND ISLAND  
HUNGARY  
ICELAND INDIA  
INDONESIA IRAN  
IRAQ  
IRAQ SAUDI ARABIA NEUTRAL ZONE  
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  
QATAR  
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  
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 UNITED KINGDOM  
 URUGUAY  
 VANUATU  
 VATICAN CITY  
 VENEZUELA  
 VIETNAM  
 WAKE ISLAND  
 WALLIS AND FUTUNA  
 WEST BANK  
 WESTERN SAHARA  
 WESTERN SAMOA  
 YEMEN  
 YUGOSLAVIA  
 ZAIRE  
 ZAMBIA  
 ZIMBABWE

**Foreign Origin Port Group (OP)**

GROUP: FOREIGN ORIGIN PORT GROUP Eff: 01/05/2021

<b>Group Name</b>	FOREIGN ORIGIN PORT GROUP
<b>Org/Dest Code</b>	O
<b>Port(P) Point(O) Code</b>	P
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I

**Cities:**

ALBANIA  
ALGERIA  
AMERICAN SAMOA  
ANGOLA  
ANGUILLA  
ANTIGUA AND BARBUDA  
ARGENTINA  
ARUBA  
AUSTRALIA  
BAHAMAS THE BAHRAIN  
BANGLADESH  
BARBADOS  
BELGIUM  
BELIZE  
BENIN  
BERMUDA  
BOLIVIA  
BRAZIL  
BRITISH VIRGIN ISLANDS  
BRUNEI  
BULGARIA  
BURMA  
CAMBODIA  
CAMEROON  
CANADA  
CAPE VERDE  
CAYMAN ISLANDS  
CHILE  
CHINA  
COLOMBIA  
COMOROS  
CONGO  
COOK ISLANDS  
COSTA RICA  
CUBA  
CYPRUS  
CZECHOSLOVAKIA  
DENMARK  
DJIBOUTI

DOMINICA  
DOMINICAN REPUBLIC  
ECUADOR  
EGYPT  
EL SALVADOR  
EQUATORIAL GUINEA  
ERITREA  
ETHIOPIA  
FALKLAND ISLANDS (ISLAS MALVIN  
FAROE ISLANDS  
FIJI  
FINLAND  
FRANCE  
FRENCH GUIANA  
FRENCH POLYNESIA  
GABON  
GAMBIA THE  
GERMANY  
GHANA  
GIBRALTAR  
GREECE  
GREENLAND  
GRENADA  
GUADELOUPE  
GUATEMALA GUINEA  
GUINEA BISSAU  
GUYANA  
HAITI  
HONDURAS  
HONG KONG  
HUNGARY  
ICELAND INDIA  
INDONESIA  
IRAN  
IRELAND  
ISRAEL  
ITALY  
IVORY COAST  
JAMAICA

JAPAN  
JERSEY  
JOHNSTON ATOLL  
JORDAN  
KENYA  
KIRIBATI  
KOREA DEMOCRATIC PEOPLES REP  
KOREA REPUBLIC OF  
KUWAIT  
LEBANON  
LIBERIA  
LIBYA  
LUXEMBOURG MACAU  
MADAGASCAR  
MALAYSIA  
MALTA  
MAN ISLE OF  
MARSHALL ISLANDS  
MARTINIQUE  
MAURITANIA  
MAURITIUS  
MEXICO  
MIDWAY ISLANDS  
MONACO  
MONTSERRAT MOROCCO  
MOZAMBIQUE  
NAMIBIA  
NAURU  
NETHERLANDS  
NETHERLANDS ANTILLES  
NEW CALEDONIA  
NEW ZEALAND  
NICARAGUA  
NIGERIA  
NIUE  
NORFOLK ISLAND  
NORTHERN MARIANA ISLANDS  
NORWAY  
OMAN

PAKISTAN  
PANAMA  
PAPUA NEW GUINEA  
PARAGUAY PERU  
PHILIPPINES  
POLAND  
PORTUGAL  
QATAR  
REUNION  
ROMANIA  
SAO TOME AND PRINCIPE  
SAUDI ARABIA  
SENEGAL  
SEYCHELLES  
SIERRA LEONE  
SINGAPORE  
SOLOMON ISLANDS  
SOMALIA  
SOUTH AFRICA  
SPAIN  
SRI LANKA  
ST HELENA  
ST KITTS AND NEVIS  
ST LUCIA  
ST PIERRE AND MIQUELON  
ST VINCENT AND THE GRENADINES  
SUDAN  
SURINAME  
SWEDEN  
SWITZERLAND  
SYRIA  
TAIWAN  
TANZANIA UNITED REPUBLIC OF  
THAILAND  
TOGO  
TONGA  
TRINIDAD AND TOBAGO  
TRUST TERRITORY OF THE PACIFIC  
TUNISIA

TURKEY  
 TURKS AND CAICOS ISLANDS TUVALU  
 UGANDA  
 UNION OF SOVIET SOCIALIST REPU  
 UNITED ARAB EMIRATES  
 UNITED KINGDOM  
 UNITED STATES  
 URUGUAY  
 VANUATU  
 VENEZUELA  
 VIETNAM  
 YEMEN  
 YUGOSLAVIA ZAIRE

### US Destination Point Group (DO)

GROUP: US DESTINATION POINT GROUP Eff: 01/05/2021

<b>Group Name</b>	US DESTINATION POINT GROUP
<b>Org/Dest Code</b>	D
<b>Port(P) Point(O) Code</b>	O
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I
<b>Cities:</b>	UNITED STATES GUAM PUERTO RICO VIRGIN ISLANDS

### US Destination Port Group (DP)

GROUP: US DESTINATION PORT GROUP Eff: 01/05/2021

<b>Group Name</b>	US DESTINATION PORT GROUP
<b>Org/Dest Code</b>	D
<b>Port(P) Point(O) Code</b>	P
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I

**Cities:** UNITED STATES  
 GUAM  
 PUERTO RICO  
 VIRGIN ISLANDS

### US Origin Point Group (OO)

GROUP: US ORIGIN POINT GROUP Eff: 01/05/2021

<b>Group Name</b>	US ORIGIN POINT GROUP
<b>Org/Dest Code</b>	O
<b>Port(P) Point(O) Code</b>	O
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I
<b>Cities:</b>	UNITED STATES GUAM PUERTO RICO VIRGIN ISLANDS

### US Origin Point Group (OP)

GROUP: US ORIGIN PORT GROUP Eff: 01/05/2021

<b>Group Name</b>	US ORIGIN PORT GROUP
<b>Org/Dest Code</b>	O
<b>Port(P) Point(O) Code</b>	P
<b>Effective</b>	01/05/2021
<b>Filed</b>	01/05/2021
<b>Filing Codes</b>	I
<b>Cities:</b>	UNITED STATES GUAM PUERTO RICO VIRGIN ISLANDS

### Origin Scope

Origin Scope



1. UNITED STATES
2. AFGHANISTAN
3. ALBANIA
4. ALGERIA
5. AMERICAN SAMOA
6. ANDORRA
7. ANGOLA
8. ANGUILLA
9. ANTARCTICA
10. ANTIGUA AND BARBUDA
11. ARGENTINA
12. ARUBA
13. ASHMORE AND CARTIER ISLANDS
14. AUSTRALIA
15. AUSTRIA
16. BAHAMAS THE
17. BAHRAIN
18. BAKER ISLAND
19. BANGLADESH
20. BARBADOS
21. BASSAS DA INDIA
22. BELGIUM
23. BELIZE
24. BENIN
25. BERMUDA
26. BHUTAN
27. BOLIVIA
28. BOTSWANA
29. BOUVET ISLAND
30. BRAZIL
31. BRITISH VIRGIN ISLANDS
32. BRUNEI
33. BULGARIA
34. BURKINA
35. BURMA
36. BURUNDI
37. CAMBODIA
38. CAMEROON
39. CANADA
40. CAPE VERDE
41. CAYMAN ISLANDS
42. CENTRAL AFRICAN REPUBLIC
43. CHAD



44. CHILE
45. CHINA
46. CHRISTMAS ISLAND
47. CLIPPERTON ISLAND
48. COCOS (KEELING) ISLANDS
49. COLOMBIA
50. COMOROS
51. CONGO
52. COOK ISLANDS
53. CORAL SEA ISLANDS
54. COSTA RICA
55. CUBA
56. CYPRUS
57. CZECHOSLOVAKIA
58. DENMARK 59. DJIBOUTI
60. DOMINICA
61. DOMINICAN REPUBLIC
62. ECUADOR
63. EGYPT
64. EL SALVADOR
65. EQUATORIAL GUINEA
66. ERITREA
67. ETHIOPIA
68. EUROPA ISLAND
69. FALKLAND ISLANDS (ISLAS MALVIN
70. FAROE ISLANDS
71. FEDERATED STATES OF MICRONESIA
72. FIJI
73. FINLAND
74. FRANCE
75. FRENCH GUIANA
76. FRENCH POLYNESIA
77. FRENCH SOUTHERN AND ANTARCTIC
78. GABON
79. GAMBIA THE
80. GAZA STRIP
81. GERMANY
82. GHANA
83. GIBRALTAR
84. GLORIOSO ISLANDS
85. GREECE
86. GREENLAND
87. GRENADA



88. GUADELOUPE
89. GUAM
90. GUATEMALA
91. GUERNSEY
92. GUINEA
93. GUINEA BISSAU
94. GUYANA
95. HAITI
96. HEARD ISLAND AND MCDONALD ISLA
97. HONDURAS
98. HONG KONG
99. HOWLAND ISLAND
100. HUNGARY
101. ICELAND
102. INDIA
103. INDONESIA
104. IRAN
105. IRAQ
106. IRAQ SAUDI ARABIA NEUTRAL ZONE
107. IRELAND
108. ISRAEL
109. ITALY
110. IVORY COAST
111. JAMAICA
112. JAN MAYEN
113. JAPAN
114. JARVIS ISLAND
115. JERSEY
116. JOHNSTON ATOLL
117. JORDAN
118. JUAN DE NOVA ISLAND
119. KENYA
120. KINGMAN REEF
121. KIRIBATI
122. KOREA DEMOCRATIC PEOPLES REP
123. KOREA REPUBLIC OF
124. KUWAIT
125. LAOS
126. LEBANON
127. LESOTHO
128. LIBERIA
129. LIBYA
130. LIECHTENSTEIN



- 131. LUXEMBOURG 132. MACAU
- 133. MADAGASCAR
- 134. MALAWI
- 135. MALAYSIA
- 136. MALDIVES
- 137. MALI
- 138. MALTA
- 139. MAN ISLE OF
- 140. MARSHALL ISLANDS
- 141. MARTINIQUE
- 142. MAURITANIA
- 143. MAURITIUS
- 144. MAYOTTE
- 145. MEXICO
- 146. MIDWAY ISLANDS
- 147. MONACO
- 148. MONGOLIA
- 149. MONTSERRAT
- 150. MOROCCO
- 151. MOZAMBIQUE
- 152. NAMIBIA
- 153. NAURU
- 154. NAVASSA ISLAND
- 155. NEPAL
- 156. NETHERLANDS
- 157. NETHERLANDS ANTILLES
- 158. NEW CALEDONIA
- 159. NEW ZEALAND
- 160. NICARAGUA
- 161. NIGER
- 162. NIGERIA
- 163. NIUE
- 164. NORFOLK ISLAND
- 165. NORTHERN MARIANA ISLANDS
- 166. NORWAY
- 167. OMAN
- 168. PAKISTAN
- 169. PALMYRA ATOLL
- 170. PANAMA
- 171. PAPUA NEW GUINEA
- 172. PARACEL ISLANDS
- 173. PARAGUAY
- 174. PERU



- 175. PHILIPPINES
- 176. PITCAIRN ISLANDS
- 177. POLAND
- 178. PORTUGAL
- 179. PUERTO RICO
- 180. QATAR
- 181. REUNION
- 182. ROMANIA
- 183. RWANDA
- 184. SAN MARINO
- 185. SAO TOME AND PRINCIPE
- 186. SAUDI ARABIA
- 187. SENEGAL
- 188. SEYCHELLES
- 189. SIERRA LEONE
- 190. SINGAPORE
- 191. SOLOMON ISLANDS
- 192. SOMALIA
- 193. SOUTH AFRICA
- 194. SOUTH GEORGIA AND THE SOUTH SA
- 195. SPAIN
- 196. SPRATLY ISLANDS
- 197. SRI LANKA
- 198. ST HELENA
- 199. ST KITTS AND NEVIS
- 200. ST LUCIA
- 201. ST PIERRE AND MIQUELON
- 202. ST VINCENT AND THE GRENADINES
- 203. SUDAN
- 204. SURINAME
- 205. SVALBARD
- 206. SWAZILAND
- 207. SWEDEN
- 208. SWITZERLAND
- 209. SYRIA
- 210. TAIWAN
- 211. TANZANIA UNITED REPUBLIC OF
- 212. THAILAND
- 213. TOGO
- 214. TOKELAU
- 215. TONGA
- 216. TRINIDAD AND TOBAGO
- 217. TROMELIN ISLAND



- 218. TRUST TERRITORY OF THE PACIFIC
- 219. TUNISIA 220. TURKEY
- 221. TURKS AND CAICOS ISLANDS
- 222. TUVALU
- 223. UGANDA
- 224. UNION OF SOVIET SOCIALIST REPU
- 225. UNITED ARAB EMIRATES
- 226. UNITED KINGDOM
- 227. URUGUAY 228. VANUATU
- 229. VATICAN CITY
- 230. VENEZUELA
- 231. VIETNAM
- 232. VIRGIN ISLANDS
- 233. WAKE ISLAND
- 234. WALLIS AND FUTUNA
- 235. WEST BANK
- 236. WESTERN SAHARA
- 237. WESTERN SAMOA
- 238. YEMEN
- 239. YUGOSLAVIA
- 240. ZAIRE
- 241. ZAMBIA
- 242. ZIMBABWE

## **Destination Scope**

### Destination Scope

- 1. UNITED STATES
- 2. AFGHANISTAN
- 3. ALBANIA
- 4. ALGERIA
- 5. AMERICAN SAMOA
- 6. ANDORRA
- 7. ANGOLA
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- 9. ANTARCTICA
- 10. ANTIGUA AND BARBUDA
- 11. ARGENTINA
- 12. ARUBA
- 13. ASHMORE AND CARTIER ISLANDS



14. AUSTRALIA
15. AUSTRIA
16. BAHAMAS THE
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- 187. SENEGAL



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225. UNITED ARAB EMIRATES
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- 236. WESTERN SAHARA
- 237. WESTERN SAMOA
- 238. YEMEN
- 239. YUGOSLAVIA
- 240. ZAIRE
- 241. ZAMBIA
- 242. ZIMBABWE

All the information contained in this tariff is true and accurate and no unlawful alterations will be permitted.

### HISTORY:

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### Deleted section 4/1/22 BAF - Bunker Adjustment Fees

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 2/25/2022

**Effective** 2/25/2022

**Filed** 2/25/2022

#### Filing Codes I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Vietnam:	US
Ho Chi Minh	Seattle, WA
Haiphong	
Danang	
Phnom Penh	
Sihanoukville	

Container Size	BAF Fee
20'	\$490.00

40'	\$600.00
40' HC	\$650.00

## Deleted section 6/1/22

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2022

**Effective** 4/1/2022

**Filed** 4/1/2022

### Filing Codes I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Vietnam: US  
 Ho Chi Minh Seattle, WA  
 Haiphong  
 Danang  
 Phnom Penh  
 Sihanoukville

Container Size	BAF Fee
20'	\$595.00
40'	\$700.00
40' HC	\$750.00

## Deleted section 9/1/22

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2022

**Effective** 7/1/2022

**Filed** 6/1/2022

### Filing Codes I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Vietnam: US  
 Ho Chi Minh Seattle, WA  
 Haiphong  
 Danang  
 Phnom Penh  
 Sihanoukville

Container Size	BAF Fee
20'	\$805.00
40'	\$900.00
40' HC	\$950.00

## Deleted 11/30/2022 BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 10/1/2022

**Effective** 10/1/2022

**Filed** 9/1/2022

### Filing Codes I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$945.00
40'	\$1000.00
40' HC	\$1050.00

## Deleted 2/28/2023

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 1/1/2023

**Effective** 1/1/2023 **Filed**

11/30/2022 **Filing Codes**

I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$595.00
40'	\$700.00
40' HC	\$750.00

## Deleted 6/1/2023

**RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2023**

**Effective 4/1/2023 Filed**

**2/28/2023 Filing Codes**

**I**

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$560.00
40'	\$650.00
40' HC	\$700.00

**DELETED 6/30/2023**

**RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 6/1/2023**

**Effective 6/1/2023**

**Filed 5/1/2023**

**Filing Codes I**

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 408 per 20'
- USD 550 per 40'
- USD 550 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 750 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 405 per 20'
- USD 588 per 40'
- USD 588 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 823 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 644 per 20'

- USD 829 per 40'
- USD 829 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1222 per 45'

## Deleted section 5/31/23

RULE: 39 – DETENTION/PER DIEM FEES Eff: 2/23/2022

**Effective** 2/23/2022

**Filed** 2/23/2022

### Filing Codes I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below detention/per diem charges will apply when moving in/out of the below ports.

Vietnam: US

Ho Chi Minh Seattle, WA  
 Haiphong  
 Danang  
 Phnom Penh  
 Sihanoukville

Vietnam Destination:

**Exports Vietnam**  
**PROBUS LOGISTICS / Customer Billed Rate**

		GP/HC		Reefer		Other	
Calendar Free Days:		7		5		5	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration	USD	\$15	\$30	\$30	\$60	\$40	\$80

**Imports Vietnam**  
**PROBUS LOGISTICS / Customer Billed Rate**

		GP/HC		Reefer		Other	
Calendar Free Days:		7		5		5	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration	USD	\$20	\$40	\$40	\$80	\$50	\$100

**US Destination:**

**Exports USA**  
**PROBUS LOGISTICS / Customer Billed Rate**

		GP/HC		Reefer		Other	
Calendar Free D ys:		5		5		5	
Container Size:		20'	40'	20'	40'	20'	40'
6-8 days	USD	\$250		\$400		\$500	
9-11 days	USD	\$350		\$500		\$600	
12+	USD	\$450		\$600		\$700	

**Imports USA**  
**PROBUS LOGISTICS / Customer Billed Rate**

		GP/HC		Reefer		Other	
Calendar Free D ys:		5		5		5	
Container Size:		20'	40'	20'	40'	20'	40'
6-8 days	USD	\$250		\$400		\$500	
9-11 days	USD	\$350		\$500		\$600	
12+	USD	\$450		\$600		\$700	

## Deleted section 8/23/23 PSS - Peak Season Surcharge

RULE: 48 – PSS – Peak Season Surcharge Eff: 8/24/2023

**Effective** 8/24/2023

**Filed** 7/25/2023

### Filing Codes I

All dry and refrigerated cargo moving from the origins listed below are subject to the peak season surcharge (PSS) listed unless otherwise stated. The below applies for all carrier.

Cargo originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

PSS				
Destination	20'	40-40hc	45'	40hc Reefer
US West Coast	\$720	\$800	\$1,015	\$800

IPI via USWC	\$720	\$800	\$1,015	\$800
US East Coast / RIPI via USEC / US Gulf Coast	\$900	\$1,000	\$1,265	\$1,000

## Deleted section 8/25/23 Booking Cancellation Fees

RULE: 35 - TERMINAL TARIFFS Eff: 05/19/2021

**Effective** 05/19/2021

**Filed** 05/19/2021

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, A cancellation of a booking will incur a fee of \$100 per container.

## Deleted Section 9/1/23 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 6/1/2023

**Effective** 7/1/2023

**Filed** 6/1/2023

**Filing Codes** I

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 410 per 20'
- USD 546 per 40'
- USD 546 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 738 per 45'

To all rail ramp locations with a port of discharge of west coast ports -  
 USD 451 per 20'

- USD 601 per 40'
- USD 601 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 811 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 643 per 20'

- USD 857 per 40'
- USD 857 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1200 per 45'

## Deleted Section 9/12/23 PSS - Peak Season Surcharge

RULE: 48 – PSS – Peak Season Surcharge Eff: 8/24/2023

**Effective** 8/24/2023

**Filed** 8/23/2023

**Filing Codes R**

All dry and refrigerated cargo moving from the origins listed below are subject to the peak season surcharge (PSS) listed unless otherwise stated.

Cargo originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

For all carriers except Swire effective 8/24/23.

PSS				
Destination	20'	40-40hc	45'	40hc Reefer
US West Coast	\$720	\$800	\$1,015	\$800
IPI via USWC	\$720	\$800	\$1,015	\$800
US East Coast / RIPI via USEC / US Gulf Coast	\$900	\$1,000	\$1,265	\$1,000

For Swire effective 9/1/23.

PSS				
Destination	20'	40-40hc	45'	40hc Reefer
US West Coast	\$720	\$800	\$1,015	\$800
IPI via USWC	\$720	\$800	\$1,015	\$800
US East Coast / RIPI via USEC / US Gulf Coast	\$900	\$1,000	\$1,265	\$1,000

**Deleted Section 12/1/23 Detention/Per Diem Fees**

RULE: 39 – DEMURRAGE & DETENTION/PER DIEM FEES Eff: 5/30/2023

**Effective** 5/30/2023

**Filed** 5/30/2023

**Filing Codes** IR

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below demurrage/detention/per diem charges will apply.

<b>Demurrage &amp; Detention Overview / Per Diem Tariffs: Sun Chief Express Service</b>					
<b>Free Time   Southeast Asia Export – United States / Canada Import Moves:</b>					
<i>Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>					
<i>Destination Countries Covered: United States, Canada</i>					
<b>Asia Export - Detention</b>			<b>Asia Export – Demurrage</b>		
<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>	<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>
All SE Asia	Dry	7	HCM/HPH	Dry	12
All SE Asia	Reefer	5	HCM/HPH	Reefer	2
			JKT/SUB	Dry	5
			JKT/SUB	Reefer	2
			PNH/KOS	Dry	5
			PNH/KOS	Reefer	2
			BUS	Dry	8
			BUS	Reefer	5
			NSA/CGP	Dry	4
			NSA/CGP	Reefer	2
			SIN	Dry	3
			SIN	Reefer	2
			LCH/LKB	Dry	3
			LCH/LKB	Reefer	2

<b>Asia Exports - Detention</b>							
<b>Customer Billed Rate</b>							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time	USD	\$15.00	\$30.00	\$30.00	\$60.00	\$40.00	\$80.00
Tariff is exclusive of 5% CIT + 5% VAT							
Export Demurrage is counted from gate-in date at gate-in terminal to loading date							
Export Demurrage charges includes port storage and reefer power charge							

Asia Export – Demurrage Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time	USD	\$15.00	\$30.00	\$55.00	\$80.00	\$40.00	\$80.00
Tariff is exclusive of 5% CIT + 5% VAT							
Export Detention is counted from empty pickup date to laden return date at gate-in terminal							
US/CAN Import - Detention			US/CAN Import - Demurrage				
<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>	<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Business Days</i>		
All US/CAN	Dry	8	SEA	Dry	4		
All US/CAN	Reefer	3	SEA	Reefer	2		
			MEM	Dry	2		
			CHI	Dry	2		
			MKC	Dry	2		
			VAN	Dry	3		
US/CAN Imports Detention Rate							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over	USD per day	\$150.00		\$500.00		\$400.00	
4+ days over	USD per day	\$250.00		\$600.00		\$500.00	
Free Time   United States / Canada Export Moves - Southeast Asia Import							
Origin Countries Covered: United States, Canada							

<i>Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>							
<b>US/CAN Export - Detention</b>							
<i>Origin</i>	<i>Cont. Type</i>	<i>Free Days</i>	<i>Calendar</i>				
All US/CAN	Dry	8					
All US/CAN	Reefer	6					

US/CAN Exports Detention							
Customer Billed Rate							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over free time	USD per day	\$150.00		\$500.00		\$400.00	
4-6 days over free time	USD per day	\$250.00		\$600.00		\$500.00	
<b>US/CAN Export – Demurrage</b>				<b>US/CAN Export – Demurrage</b>			
Only billed if customer asks to roll container or container misses vessel due to missed doc cut, etc. Passed through with admin fee.				Only billed if customer asks to roll container or container misses vessel due to missed doc cut, etc. Passed through			
<i>Origin</i>	<i>Cont. Type</i>	<i>Free Working Days</i>		<i>Origin</i>	<i>Cont. Type</i>	<i>Free Working Days</i>	
All US	Dry	3		All US	Dry	3	
All US	Reefer	2		All US	Reefer	2	

<b>Demurrage &amp; Detention Overview / Per Diem Tariffs: Sun Chief Express Service</b> <b>Free Time   United States / Canada Export Moves - Southeast Asia Import</b>							

<i>Origin Countries Covered: United States, Canada</i>								
<b>Asia Import</b>		<b>DEM</b>		<b>DET</b>				
<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>		<i>Free Calendar Days</i>				
HCM	Dry	5		7				
HCM	Reefer	2		3				
HPH	Dry	5		7				
HPH	Reefer	2		3				
JKT/SUB	Dry	5		5				
JKT/SUB	Reefer	2		3				
PNH/KOS	Dry	5		5				
PNH/KOS	Reefer	2		3				
BUS	Dry	8		5				
BUS	Reefer	5		3				
NSA/CGP	Dry	4		5				
NSA/CGP	Reefer	2		3				
SIN	Dry	3		5				
SIN	Reefer	2		3				
LCH/LKB	Dry	3		5				
LCH/LKB	Reefer	2		3				
<i>Origin Countries Covered: United States, Canada</i>								
<i>Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Jakarta (JKT), Surabaya (SUB), Laem Chabang (LCH), Lat Krabang (LKB),</i>								
<b>Asia Imports</b>								
<b>Customer Billed Rate</b>								
		GP/HC		Reefer		Other		
Container Size:		20'	40'	20'	40'	20'	40'	
Daily after free time expiration for next 7 days	USD	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00	
Daily after free time expiration days 8+	USD	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	

Origin Countries Covered: United States, Canada							
Destination Ports Covered: Chittagong (CGP), and Nhava Sheva (NSA)							
<b>Asia Imports Customer Billed Rate</b>							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00
Daily after free time expiration days 8+	USD	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00

## Deleted Section 12/1/23 BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 6/1/2023

**Effective** 6/1/2023

**Filed** 6/1/2023

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$550.00
40'	\$600.00
40' HC	\$650.00

## Deleted Section 12/1/23 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 10/1/2023

**Effective** 10/1/2023

**Filed** 9/1/2023

**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 426 per 20'
- USD 568 per 40'
- USD 568 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 767 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 469 per 20'
- USD 625 per 40'
- USD 625 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 844 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 680 per 20'

- USD 907 per 40'
- USD 907 per 40' High cube, Non-Operating Reefer and Reefer container -
- USD 1270 per 45'

## Deleted Section 12/7/23

### BAF - Bunker Adjustment Fees SunChief Service (reduced on 12/7/23 for 1/1/24 effective)

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 1/1/2024

**Effective** 1/1/2024

**Filed** 12/1/2023

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$750.00
40'	\$800.00
40' HC	\$850.00

### Deleted Section 12/7/23 EBAF – Emergency Bunker Adjustment Fees SunChief Service

RULE: 44 – BAF - BUNKER ADJUSTMENT FEE Eff: 6/1/2023

**Effective** 6/1/2023

**Filed** 6/1/2023

**Filing Codes I**

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below EBAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$18.00
40'	\$0.00
40' HC	\$0.00

**Deleted Section 12/13/23 Bunker Adjustment Fees Non SunChief**

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 1/1/2024

**Effective** 1/1/2024

**Filed** 12/1/2023

**Filing Codes A**

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 700 per 20'
- USD 775 per 40'
- USD 775 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1000 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 765 per 20'
- USD 850 per 40'
- USD 850 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1080 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 1015 per 20'

- USD 1125 per 40'
- USD 1125 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1425 per 45'

**Deleted Section 12/22/23 Hazardous Cargo**

RULE: 16 - HAZARDOUS CARGO Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

## Filing Codes I

1. Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.
2. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo.
3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

Class 1. Explosives.

2. Gases; Compressed, Liquified or Dissolved under Pressure.
3. Inflammable Liquids.
4. Inflammable Solids.
5. Oxidizing Substances and Organic Peroxide.
6. Poison and Infectious Substances.
7. Radioactive Substances.
8. Corrosives.
9. Miscellaneous Dangerous Substances.

## Deleted Section 1/3/24 Detention/Per Diem Fees

RULE: 39 – DEMURRAGE & DETENTION/PER DIEM FEES Eff: 1/1/2024

**Effective** 1/1/2024

**Filed** 12/1/2023

## Filing Codes A

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below demurrage/detention/per diem charges will apply.

<b>Demurrage &amp; Detention Overview / Per Diem Tariffs: Sun Chief Express Service</b>						
<b>Free Time   Southeast Asia Export – United States / Canada Import Moves:</b>						
<i>Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>						
<i>Destination Countries Covered: United States, Canada</i>						
<b>Asia Export - Detention</b>			<b>Asia Export – Demurrage</b>			
<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>	<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>	
All SE Asia	Dry	7	HCM/HPH	Dry	12	
All SE Asia	Reefer	5	HCM/HPH	Reefer	2	
			JKT/SUB	Dry	5	
			JKT/SUB	Reefer	2	
			PNH/KOS	Dry	5	
			PNH/KOS	Reefer	2	
			BUS	Dry	8	
			BUS	Reefer	5	
			NSA/CGP	Dry	4	
			NSA/CGP	Reefer	2	
			SIN	Dry	3	
			SIN	Reefer	2	
			LCH/LKB	Dry	3	
			LCH/LKB	Reefer	2	

<b>Asia Exports - Detention</b>							
<b>Customer Billed Rate</b>							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time	USD	\$15.00	\$30.00	\$30.00	\$60.00	\$40.00	\$80.00
Tariff is exclusive of 5% CIT + 5% VAT							
Export Demurrage is counted from gate-in date at gate-in terminal to loading date							
Export Demurrage charges includes port storage and reefer power charge							
<b>Asia Export – Demurrage</b>							
<b>Customer Billed Rate</b>							
		GP/HC		Reefer		Other	

Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time	USD	\$15.00	\$30.00	\$55.00	\$80.00	\$40.00	\$80.00
Tariff is exclusive of 5% CIT + 5% VAT							
Export Detention is counted from empty pickup date to laden return date at gate-in terminal							
<b>US/CAN Import - Detention</b>				<b>US/CAN Import - Demurrage</b>			
<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>		<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Business Days</i>	
All US/CAN	Dry	8		SEA	Dry	4	
All US/CAN	Reefer	3		SEA	Reefer	2	
				MEM	Dry	2	
				CHI	Dry	2	
				MKC	Dry	2	
				VAN	Dry	3	
<b>US/CAN Imports Detention Rate</b>							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over	USD per day	\$175.00		\$500.00		\$400.00	
4+ days over	USD per day	\$250.00		\$600.00		\$500.00	

<b>Free Time   United States / Canada Export Moves - Southeast Asia Import</b>							
Origin Countries Covered: United States, Canada							
Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore							
<b>US/CAN Export - Detention</b>							

Origin	Cont. Type	Free Days	Calendar
All US/CAN	Dry	8	
All US/CAN	Reefer	6	

US/CAN Exports Detention Customer Billed Rate							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over free time	USD per day	\$175.00		\$500.00		\$400.00	
4-6 days over free time	USD per day	\$250.00		\$600.00		\$500.00	
US/CAN Export – Demurrage				US/CAN Export – Demurrage			
Only billed if customer asks to roll container or container misses vessel due to missed doc cut, etc. Passed through with admin fee.				Only billed if customer asks to roll container or container misses vessel due to missed doc cut, etc. Passed through			
Origin	Cont. Type	Free Working Days		Origin	Cont. Type	Free Working Days	
All US	Dry	3		All US	Dry	3	
All US	Reefer	2		All US	Reefer	2	

Demurrage & Detention Overview / Per Diem Tariffs: Sun Chief Express Service Free Time   United States / Canada Export Moves - Southeast Asia Import			
Origin Countries Covered: United States, Canada			
Asia Import		DEM	DET
Dest.	Cont. Type	Free Calendar Days	Free Calendar Days

HCM	Dry	5	7				
HCM	Reefer	2	3				
HPH	Dry	5	7				
HPH	Reefer	2	3				
JKT/SUB	Dry	5	5				
JKT/SUB	Reefer	2	3				
PNH/KOS	Dry	5	5				
PNH/KOS	Reefer	2	3				
BUS	Dry	8	5				
BUS	Reefer	5	3				
NSA/CGP	Dry	4	5				
NSA/CGP	Reefer	2	3				
SIN	Dry	3	5				
SIN	Reefer	2	3				
LCH/LKB	Dry	3	5				
LCH/LKB	Reefer	2	3				

*Origin Countries Covered: United States, Canada*

*Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Jakarta (JKT), Surabaya (SUB), Laem Chabang (LCH), Lat Krabang (LKB),*

**Asia Imports  
Customer Billed Rate**

		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
Daily after free time expiration days 8+	USD	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00

*Origin Countries Covered: United States, Canada*

*Destination Ports Covered: Chittagong (CGP), and Nhava Sheva (NSA)*

**Asia Imports  
Customer Billed Rate**

		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00
Daily after free time expiration days 8+	USD	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00

## Deleted Section 1/3/24 Bills of Lading

RULE: 8 - BILL(S) OF LADING Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

### Filing Codes I

The specimen of bill of Lading terms are provided in this rule and is an integral part of Carrier's tariff filed with the Federal Maritime Commission.

#### COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. Those provisions constitute a contract between Merchant and Carrier.

#### A. CLAUSE PARAMOUNT:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provision of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

#### B. DEFINITIONS

"Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.

"Carrier" means Carrier Name shown in this tariff record, on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

"Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

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

"Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

"Goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers(s) supplied or furnished by or on behalf of the Merchant includes the container(s) as well.

#### C. SUBCONTRACTING

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, subcontractor (including subsubcontractors) or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, subcontractors, or other persons who shall be deemed to be parties of this contract.

#### D. ROUTE OF TRANSPORT

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

#### E. HINDRANCES AFFECTING PERFORMANCE:

Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract. Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe any convenient, or (b) deliver the goods at the place of delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as

agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract or carriage and shall not be a deviation.

#### F. BASIC LIABILITY

Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

If it is established that the loss or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

If it cannot be determined when the loss of or damage to the goods occurred; liability shall be governed as provided in Section 6.2 above.

Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

Carrier shall not be liable for any loss or damage arising from:

an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge, compliance with the instructions of any person authorized to give them, handling, loading, stowage, or unloading of the goods by or on behalf of Merchant, inherent vice of the goods or concealed damage to shortage of goods packed by Merchant, lack or insufficiency of, or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed, insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads, fire, unless caused by actual fault or privity of Carrier, any cause or event which Carrier could not avoid and the consequence of which he could not prevent by the exercise of due diligence.

When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

#### G. COMPENSATION FOR LOSS AND DAMAGE

Unless otherwise mandated by compulsorily applicable law or the provisions of Article 6.3, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US \$500.00 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss

or damage shall be adjusted per rata on the basis of such declared value. Where a container is stuffed by Shipper or its behalf, and the container is sealed when received by Carrier for shipment. Carrier's liability will be limited to US \$500.00 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher evaluation is declared by the Shipper is based on a value of US \$500.00 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above compensation shall be calculated by reference to the value of the goods according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

If the value of the goods is less than US\$500.00 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

Carrier shall not be liable to any extent for any loss or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable, instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant.

Before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

#### H. DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS

Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods including without limitation the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

#### I. CARRIER'S CONTAINERS

If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

#### J. CONTAINER PACKED BY MERCHANT

If Carrier receives the goods already packed into containers:

This Bill of Lading is prima face evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;

Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;

Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact, and

Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

Merchant shall inspect containers, before stuffing them and the use of the containers shall be prima face evidence of their being sound and suitable for use.

K. DANGEROUS GOODS

Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

If the goods subsequently, in the judgement of Carrier, become a danger to Carrier, the Ship, or other cargo. Carrier may dispose of the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

L. DECK CARGO

Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall continue under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

M. HEAVY LIFT

Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

N. DELIVERY

Carrier shall have the right to deliver the goods at any time and at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchants expense.

O. NOTICE OF CLAIM

Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by anyone entitled to delivery. If such notice is not provided, removal shall be prima face evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

P. FREIGHT AND CHARGES

Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine the contents weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure, and or value of the goods, Merchant shall be liable for and bound to pay Carrier:

- (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus
- (b) expenses incurred in determining the correct details, plus
- (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed n Carrier's tariff.

Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction in the currency named in the Bill of Lading, or another currency at Carrier options. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder

notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

Merchant shall be liable for dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

#### R. LIEN

Carrier shall have a general lien on any and all property (and documents relating thereof) of Merchant in its possession, custody or control or en route, for all claims for charges, expenses or advance incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, the goods, wares and or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

#### S. TIME BAR

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods of the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

#### T. JURISDICTION

The courts of the State of Ohio shall have exclusive jurisdiction over any dispute arising from the carriage evidenced by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of Ohio shall apply.

#### U. GENERAL AVERAGE

General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for us as fully as if they salving vessel belonged to strangers.

#### V. BOTH-TO-BLAME COLLISION CLAUSE

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners. Insofar as such loss or liability represents loss of or damage to or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

#### W. CARRIERS' TARIFFS

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariffs may be obtained from Carrier or its agents or from Carrier's website, the address of which is set forth on the U.S. Federal Maritime Commission's website at [www.fmc.gov](http://www.fmc.gov).

#### X. PERISHABLE CARGO

Goods of a perishable nature shall be carried in ordinary containers without special protection services or other measures unless there is noted on the reverse side of this

Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

Merchant undertakes not to tender for transportation any goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier.

Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated

carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

If the above requirements are not compiled with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

**Y. SEVERABILITY**

The terms of this Bill of Lading shall be severable, and, if any part or terms hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part of term hereof.

**Z. VARIATION OF THE CONTRACT**

No servant or agent shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

**Deleted Section 1/15/24 PSS - Peak Season Surcharge**

RULE: 48 – PSS – Peak Season Surcharge Eff: 9/12/23/2023

**Effective** 9/12/2023

**Filed** 9/12/2023

**Filing Codes** R

All dry and refrigerated cargo moving from the origins listed below are subject to the peak season surcharge (PSS) listed unless otherwise stated.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India  
 For all carriers except Swire effective 8/24/23.

PSS				
Destination	20'	40-40hc	45'	40hc Reefer
US West Coast	\$720	\$800	\$1,015	\$800
IPI via USWC	\$720	\$800	\$1,015	\$800
US East Coast / RIPI via USEC / US Gulf Coast	\$900	\$1,000	\$1,265	\$1,000

For Swire effective 10/1/23.

PSS				
Destination	20'	40-40hc	45'	40hc Reefer
US West Coast	\$720	\$800	\$1,015	\$800
IPI via USWC	\$720	\$800	\$1,015	\$800

US East Coast / RIPI via USEC / US Gulf Coast	\$900	\$1,000	\$1,265	\$1,000
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### Deleted Section 3/31/24 BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 1/1/2024

**Effective** 1/1/2024

**Filed** 12/7/2023

**Filing Codes** R

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins:

Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations:

US/Canada

Container Size	BAF Fee
20'	\$580.00
40'	\$700.00
40' HC	\$750.00

### Deleted Section 3/31/24 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 1/1/2024

**Effective** 1/1/2024

**Filed** 12/13/2023

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 450 per 20'
- USD 599 per 40'
- USD 599 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 809 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 494 per 20'
- USD 659 per 40'
- USD 659 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 890 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 729 per 20'  
- USD 972 per 40'  
- USD 972 per 40' High cube, Non-Operating Reefer and Reefer container -  
USD 1361 per 45'

## Deleted Section 5/1/24 AMS Filing Fees

RULE: 40 – AMS FILING FEES Eff: 5/5/2022

**Effective** 5/05/2022

**Filed** 4/05/2022

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo requiring AMS filing, the fee for filing AMS will be \$35 per bill of lading. If an amendment should be required, the fee of \$125 per amendment will apply.

## Deleted Section 5/1/24 Freight Forwarder Compensation

RULE: 9 - FREIGHT FORWARDER COMPENSATION Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

PAYMENT OF COMPENSATION:

APPLICABLE ONLY ON CARGO ORIGINATING IN THE UNITED STATES:

1. Compensation to a Licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when, such Forwarder is licensed with the Federal Maritime Commission under Section 19 (a) of the Shipping Act of 1984 and the Ocean Shipping Reform Act of 1998 and has certified in writing that it holds a valid license and has performed the following services:
  - A. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
  - B. Prepared and processed the Ocean Bill of Lading, Dock Receipt, Consular Documents and Export Declarations or other similar document with respect to the shipment.
2. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment. Freight Forwarder Compensation cannot be paid on any shipment for which Ocean Brokerage is payable.
3. Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.
4. The amount of compensation will be: 1.25%.
5. Compensation will not be due or payable on the following:
  - a. Advance Charges.

- b. Temporary Freight Charges or Emergency Surcharges.
- c. Bulk Cargoes and Lumber exempted from the posting requirements of the Shipping Act, 1984 and the Ocean Shipping Reform Act of 1998.
- d. Military Sealift Command or Military Traffic Management Command Cargoes. e. Currency Adjustments.

## Deleted Section 5/9/24 Shipment Turnover Handling Fee

RULE: 38 – SHIPMENT TURNOVER HANDLING FEE Eff: 2/14/2022

**Effective** 2/14/2022

**Filed** 2/14/2022

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, in the case of shipments not being customs cleared by PROBUS LOGISTICS, a fee of "\$55.00" will be charged for every bill of lading to turn over the shipment to the customs broker.

## Deleted Section 5/31/2024 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2024

**Effective** 4/1/2024

**Filed** 3/1/2024

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India  
To all west coast ports and all inland destinations service directly over west coast

ports not including rail ramps:

- USD 418 per 20'
- USD 557 per 40'
- USD 557 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 752 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 460 per 20'
- USD 613 per 40'
- USD 613 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 828 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 689 per 20'

- USD 918 per 40'
- USD 918 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1286 per 45'

## Deleted Section 6/5/24 Booking Cancellation Fees

RULE: 35 – Booking Cancellation Fees Eff: 9/24/23

**Effective** 09/24/2023

**Filed** 08/25/2023

**Filing Codes** A

Unless otherwise provided in individual NRAs or NSAs, cancellation of a booking will incur a fee of \$150 per container.

## Deleted Section 6/24/24 AMS

### Filing and Cancellation Fees

RULE: 40 – AMS FILING FEES Eff: 5/31/2024

**Effective** 5/31/2024

**Filed** 5/1/2024

**Filing Codes** A

Unless otherwise provided in individual TRIs or NRA, in the case of cargo requiring AMS filing, the fee for filing AMS will be \$35 per bill of lading.

If an amendment to or cancellation of the AMS filing should be required, a fee of \$150 will apply.

## Deleted Section Booking Cancellation Fees

RULE: 35 – Booking Cancellation Fees Eff: 7/5/24

**Effective** 07/05/2024

**Filed** 06/05/2024

**Filing Codes** A

Unless otherwise provided in individual NRAs or NSAs, cancellation of a booking will incur a fee of \$500 per container.

## Deleted Section Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2024

**Effective** 7/1/2024

**Filed** 5/31/2024

**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 618 per 20'
- USD 757 per 40'
- USD 757 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 852 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 660 per 20'
- USD 813 per 40'
- USD 813 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1028 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 889 per 20'

- USD 1118 per 40'
- USD 1118 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1486 per 45'

## Deleted Section PSS - Peak Season Surcharge

RULE: 48 – PSS – Peak Season Surcharge Eff: 2/14/2024

**Effective** 2/14/2024

**Filed** 1/15/2023

**Filing Codes** A

All dry and refrigerated cargo moving from the origins listed below are subject to the peak season surcharge (PSS) listed unless otherwise stated.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

PSS					
Destination	20'	40-40hc	45'	40hc Reefer	
US West Coast	\$1,800	\$2,000	\$2,535	\$2,000	
IPI via USWC	\$1,800	\$2,000	\$2,535	\$2,000	
US East Coast / RIPI via USEC / US Gulf Coast	\$2,700	\$3,000	\$3,800	\$3,000	

## Deleted Section Hazardous Cargo

RULE: 16 - HAZARDOUS CARGO Eff: 01/05/2021

**Effective** 1/21/2024

**Filed** 12/22/2023

**Filing Codes I**

1. Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.
2. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo.
3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

- Class 1. Explosives.
2. Gases; Compressed, Liquified or Dissolved under Pressure.
  3. Inflammable Liquids.
  4. Inflammable Solids.
  5. Oxidizing Substances and Organic Peroxide.
  6. Poison and Infectious Substances.
  7. Radioactive Substances.
  8. Corrosives.
  9. Miscellaneous Dangerous Substances.

The charge for Hazardous Cargo will be \$350/20' and \$500/40'/40hc/45'

**Deleted Section Booking Cancellation Fees**

RULE: 35 – Booking Cancellation Fees Eff: 7/5/24

**Effective** 07/05/2024

**Filed** 06/24/2024

**Filing Codes** A

Unless otherwise provided in individual NRAs or NSAs, On the Sunchief service cancellation of a booking will incur a fee as follows:

- A \$150 per container fee will apply if a booking is cancelled between 3-5 days prior to the SI cutoff date.
- A \$500 per container fee will apply if a booking is cancelled less than 3 days before the SI cutoff date.
- A \$500 per container fee will apply if equipment is pulled, unused and the booking cancelled.

For all other services with PROBUS LOGISTICS unless otherwise provided in individual NRAs or NSAs, cancellation of a booking will incur a fee of \$500 per container.

## Deleted Section BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2024

**Effective** 4/1/2024

**Filed** 3/1/2024

**Filing Codes** R

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$560.00
40'	\$650.00
40' HC	\$700.00

## Deleted Section Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2024

**Effective** 7/1/2024

**Filed** 6/26/2024

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast

ports not including rail ramps:

- USD 434 per 20'
- USD 579 per 40'
- USD 579 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 782 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 478 per 20'
- USD 637 per 40'
- USD 637 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 860 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 702 per 20'

- USD 937 per 40'
- USD 937 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1311 per 45'

## Deleted Section BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2024

**Effective** 10/1/2024

**Filed** 8/30/2024

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$760.00
40'	\$950.00
40' HC	\$900.00

## Deleted Section Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2024

**Effective** 10/1/2024

**Filed** 8/30/2024

**Filing Codes** I

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 634 per 20'
- USD 779 per 40'
- USD 779 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 982 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 678 per 20'
- USD 837 per 40'
- USD 837 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1060 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps:

- USD 902 per 20'
- USD 1137 per 40'
- USD 1137 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1511 per 45'

## Deleted Section Return Cargo Rule

RULE: 57 – Return Cargo Rule Eff: 2/14/2024

**Effective** 2/14/24

**Filed** 1/15/24

### Filing Codes I

The rate applicable on returned cargo will be subject to Minimum B/L or Container Charge as indicated in Rule 6 and the following conditions named hereunder:

For cargo Inbound to the US or Canada 60% of the inbound ocean freight and bunker will be charged along with any applicable destination charges that may apply to the return location with the following conditions:

5. The initial Inbound voyage was completed by PROBUS LOGISTICS, Inc.
6. Cargo is returned within a maximum of one-half calendar year after arrival at destination, within the scope of this tariff.
7. Compulsory presentation of initial Bill of Lading.
8. Origin and Destination Ports/Points shown on the return Bill of Lading are the Ports/Points indicated on the initial inbound Bill of Lading.

For cargo Outbound from the US or Canada the ocean freight and bunker will be charged according to a quote provided by PROBUS LOGISTICS for the return move as well as any destination charges that may apply to the return location with the following conditions:

5. The initial Outbound voyage was completed by PROBUS LOGISTICS, Inc.
6. Cargo is returned within a maximum of one-half calendar year after arrival at destination, within the scope of this tariff.
7. Compulsory presentation of initial Bill of Lading.
8. Origin and Destination Ports/Points shown on the return Bill of Lading are the Ports/Points indicated on the initial inbound Bill of Lading.

Note: Cargo retained onboard or discharged without being entered through customs will follow the same conditions listed above.

## Deleted Section Diversion Fees

RULE: 36 – DIVERSION FEES Eff: 06/04/2021

**Effective** 06/04/2021

**Filed** 06/04/2021

### Filing Codes I

Unless otherwise provided in individual TRIs or NRA, A diversion handling fee of \$200 per container will apply in addition to any pass-through charges from the carrier.

## Deleted Section US Overweight Fee

RULE: 56 – US Overweight Fee Eff: 1/1/2024

<b>Effective</b>	1/1/24
<b>Filed</b>	12/1/24
<b>Filing Codes</b>	I

When an In-bound Cargo is moved by rail from Long Beach, Los Angeles, Oakland and Seattle to inland points, Overweight charge below is applicable for the cargo that truck-shuttling in ports is inevitable.

A charge of \$350.00 (USD) will apply against any 20'ft container with a net weight over 37,500 LBS or against any 40' or 40'HC container with a net weight over 44,000 LBS.

Containers loaded with cargo in excess of  
37,500 lbs. per 20ft. dry container or

44,000 lbs. per 40ft. dry container or 40ft. high cube dry or reefer container  
which are unevenly loaded to the extent that they are in violation of U.S. highway  
limitations shall be considered overweight and subject to the following:

Shipper/consignee of such overweight containers shall be jointly, severally and absolutely liable for any fine, penalty other sanction imposed upon carrier, its agent or participating motor carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation service provided under this tariff and occasioned by any act of commission or commission 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.

Any expenses involved with carrier's refusal or handling of such containers (including but not limited to demurrage, detention, storage, handling, shuttle, unloading, stuffing and re-stuffing of containers, and additional equipment costs) will be for the joint and several account of shipper, consignee and cargo owner. Any such expenses shall be paid to the carrier before return of the container to the shipper or release of the container to the shipper/consignee.

Nothing in this rule shall require carrier, its agent or inland motor 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 account of 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 inland motor 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 attorney's fees and all costs incurred in the defense of such claim(s).

Furthermore, any shipper /consignee that will be moving by rail to an inland point in the United States shall be responsible for compliance with all requirements relating to

equipment, loading, stowage, and packing imposed by the rail carrier with respect to such shipments. It will be the shipper's sole responsibility to ascertain and comply with such requirements.

If the carrier is required to pay any costs, charges, expenses, damages, or penalties to any rail Carrier or any other third party as a result of the failure to comply with any rail requirements for equipment, loading, stowage or packing requirements, the shipper / consignee shall reimburse the carrier for any such payments with ten (10) days of the date notice and demand sent by the carrier.

In addition, if the carrier is required to pay any costs, charges, expenses to any other third party as a result of providing tri-axle chassis in handling overweight cargo, the shipper / consignee shall reimburse the carrier for any such payments; tri-axle chassis usage, flips with ten (10) days of the date notice and demand sent by the carrier. Free time for the cargo moving with tri-axle chassis under service contract or tariff shall apply to containers only and shall not apply to tri-axle chassis. Carrier haulage for overweight cargos requiring tri-axle chassis is acceptance subject to tri-axle chassis availability. Whenever the carrier haulage is required and tri-axle chassis not available, the shipper / consignee will have to pay demurrage and rail storage occurred until triaxle chassis become available.

## Deleted Section:

### Reserved for Future Use

RULE: 9 – Reserved for Future Use Eff: 05/31/2024

**Effective** 05/31/2024

**Filed** 05/01/2024

**Filing Codes** A

Reserved for future use.

## Deleted Section 10/28/24 Application of rates and charges

RULE: 2 - APPLICATION OF RATES AND CHARGES Eff: 01/05/2021

**Effective** 01/05/202

**Filed** 01/05/202

**Filing Codes** I

18. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage,
19. Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the carrier is responsible for the collection thereof.
20. Rates are stated in terms of U.S. Currency and apply per 1000 Kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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.

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

Rates indicated by WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

21. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein, except as otherwise provided in this Tariff.
22. Except as otherwise provided, rates do not include Marine Insurance or Consular Fees.
23. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom Declaration or Export Declaration covering the shipment. Carrier MUST verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Export Declaration including Schedule "B" Number and Dock Receipt. 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.

If Shippers are not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shippers must type on B/L "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

On Outbound Cargo, for shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

24. Unless otherwise specified, when the rates 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 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.
25. At Shipper's request, rates may be predicated on a value lower than the Bill of Lading limit of value or on an Ad Valorem basis.
26. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S. or Refrigerated Cargo, N.O.S. rate will apply. (For definition of Hazardous Cargo, see Rule 16)
- 27.
28. Wherever rates are provided for named articles, the same rate will also be applicable on parts of such articles where so described in the Ocean Bill of Lading, except where specific rates are provided for such parts.
29. Unless otherwise provided, Breakbulk and LCL Rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY, and chassis or flatbed must be provided by the Shipper.

30. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under-covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with the Shipping Act of 1984, the Ocean Shipping Reform Act of 1998 and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions."
31. For the movement of cargo from/to Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as 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 or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.
32. Commodities which are restricted to "Stowage on Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.
33. MIXED SHIPMENTS/MIXED COMMODITIES:  
 Where commodity descriptions in this tariff name more than one commodity, rates shall apply on mixed shipments of 2 or more of the commodities named, in any combination thereof.
34. ADVANCE CHARGES - CARRIER ARRANGED SERVICE:  
 On port-to-port shipments, Shipper may request Carrier to arrange for pick-up service at origin and/or delivery service at destination. Carrier will arrange for pick-up and/or delivery service and Carrier shall advance all charges for such services arranged on behalf of the Shipper.
35. HAZARDOUS CARGO RATES:  
 Except as otherwise provided, TRIs filed in this tariff or NRA's apply on Hazardous Cargo ONLY when the TRI Hazard Code is "HAZ" or Hazardous Cargo is otherwise indicated in NRA. TRIs with the Hazard Code "NHZ" or NRA absent a specific Hazard Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the TRI or NRA applies for Hazardous or Dangerous cargo only.

## Deleted Section 10/31/24 Application of rates and charges

RULE: 2 - APPLICATION OF RATES AND CHARGES Eff: 10/28/2024

<b>Effective</b>	10/28/2024
<b>Filed</b>	10/28/2024
<b>Filing Codes</b>	I

36. Rates apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage,
37. Terminal Handling, Wharfage or any other Accessorial Charges which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the carrier is responsible for the collection thereof.
38. Rates are stated in terms of U.S. Currency and apply per 1000 Kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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.

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

Rates indicated by WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

39. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein, except as otherwise provided in this Tariff.
40. Except as otherwise provided, rates do not include Marine Insurance or Consular Fees.
41. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom Declaration or Export Declaration covering the shipment. Carrier MUST verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Export Declaration including Schedule "B" Number and Dock Receipt. 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.

If Shippers are not covered by a Shipper's Export Declaration as permitted by Export Control Regulations, Shippers must type on B/L "No SED required as per Rule 30.78" and insert the applicable commodity Schedule B number in the Line-copy of the Bill of Lading.

On Outbound Cargo, for shipment of commodities on which the applicable rate is determined on the basis of a value scale, Shippers must insert the value of the goods as declared for Customs purposes in the Line copy of the Bill of Lading in addition to the commodity Schedule B number.

42. Unless otherwise specified, when the rates 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 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.
43. At Shipper's request, rates may be predicated on a value lower than the Bill of Lading limit of value or on an Ad Valorem basis.
44. Except as otherwise provided, rates apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S. or Refrigerated Cargo, N.O.S.

- rate will apply. (For definition of Hazardous Cargo, see Rule 16)
- 45.
46. Wherever rates are provided for named articles, the same rate will also be applicable on parts of such articles where so described in the Ocean Bill of Lading, except where specific rates are provided for such parts.
47. Unless otherwise provided, Breakbulk and LCL Rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY, and chassis or flatbed must be provided by the Shipper.
48. 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 NSAs or NRAs or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract if in conformity with the Shipping Act of 1984, the Ocean Shipping Reform Act of 1998 and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions."
- The carrier reserves the right to:
1. Cancel any outstanding booking or contract of carriage.
  2. Route shipments by any other means of transportation available  
Rerouted cargo, whether by all-water, air-water or land-water will be subject to rates, charges, rules, and regulations established in this tariff and subject to Bill of Lading provisions set forth in this Tariff that are applicable to actual routing of cargo that would normally be applied in the absence of the Force Majeure condition.
  3. Pass through any charges related to or resulting from the Force Majeure event. This includes all charges related to Detention, Demurrage and Storage; Surcharges related to Peak Season Surcharges, GRI's, Congestion Charges, Diversion, Amendment Fees and any other charges that may be incurred due the Force Majeure event and the subsequent rerouting of the cargo. Additionally, any charges quoted by the underlying carrier/provider may also be passed through and charged.
49. For the movement of cargo from/to Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as 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 or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.
50. Commodities which are restricted to "Stowage on Deck" in accordance with Code of Federal Regulations (Title 46, Shipping, Parts 146-149) shall be accorded the rates for Dangerous Cargo.

51. MIXED SHIPMENTS/MIXED COMMODITIES:

Where commodity descriptions in this tariff name more than one commodity, rates shall apply on mixed shipments of 2 or more of the commodities named, in any combination thereof.

52. ADVANCE CHARGES - CARRIER ARRANGED SERVICE:

On port-to-port shipments, Shipper may request Carrier to arrange for pick-up service at origin and/or delivery service at destination. Carrier will arrange for pick-up and/or delivery service and Carrier shall advance all charges for such services arranged on behalf of the Shipper.

53. HAZARDOUS CARGO RATES:

Except as otherwise provided, TRIs filed in this tariff or NRA's apply on Hazardous Cargo ONLY when the TRI Hazard Code is "HAZ" or Hazardous Cargo is otherwise indicated in NRA. TRIs with the Hazard Code "NHZ" or NRA absent a specific Hazard Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the TRI or NRA applies for Hazardous or Dangerous cargo only.

## Deleted Section

RULE: 3 - RATE APPLICABILITY RULE Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

The tariff rates, rules and charges applicable to a given shipment must be those published or through NRA and in effect when the cargo is received by the Common Carrier or its agent (including originating Carriers in the case of rates for through transportation).

## Deleted Section 12/2/24 BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2024

**Effective** 10/1/2024

**Filed** 9/19/2024

**Filing Codes** I

Unless otherwise provided in individual TRIs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$560.00
40'	\$750.00

40' HC	\$700.00
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## Deleted Section 12/2/24 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2024

**Effective** 10/1/2024

**Filed** 9/26/2024

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 428 per 20'
- USD 570 per 40'
- USD 570 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 770 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 470 per 20'
- USD 627 per 40'
- USD 627 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 847 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 686 per 20'

- USD 915 per 40'
- USD 915 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1281 per 45'

## Deleted Section 12/5/24 Reserved for Future Use

RULE: 47 – Reserved for Future Use Eff: 11/07/2024

**Effective** 11/07/2024

**Filed** 11/07/2024

**Filing Codes** C

Reserved for Future Use

## Deleted Section 1/8/2025

### Formula for Non-Published Rates or Charges

RULE: 49 – Formula for Non-Published Rates or Charges Eff: 8/11/2023

**Effective** 8/11/2023

**Filed** 8/11/2023

**Filing Codes** IR

This rule applies to all per container base ocean freight rates, outport arbitrariness, and any other charges.

The resulting base ocean freight rates shall be subject to the same notes, terms and conditions as the filed rate and any applicable surcharges shall be assessed based on those on file for the equipment size used.

**Dry Containers**

When 20' rate is filed and no 40' rate: apply 110% and round off to the nearest five dollars of 20' rate for 40'  
When 20' rate is filed and no 40'HC rate: apply 110% and round off to the nearest five dollars of 20' rate for 40'HC  
When 20' rate is filed and no 45' rate: apply 127% and round off to the nearest five dollars of 20' rate for 45'

When 40' rate is filed and no 40'HC rate: apply the same rate  
When 40' rate is filed and no 20' rate: apply 90% and round off to the nearest five dollars of the 40' for 20'  
When 40' rate is filed and no 45' rate: apply 126.6% and round off to the nearest five dollars of the 40' rate for 45'

When 40'HC rate is filed and no 40' rate: apply the same rate  
When 40'HC rate is filed and no 20' rate: apply 90% and round off to the nearest five dollars of the 40'HC for 20'  
When 40'HC rate is filed and no 45' rate: apply 126.6% and round off to the nearest five dollars of the 40'HC rate for 45'

When 45' rate is filed and no 40' rate: apply 80% and round off to the nearest five dollars of 45' rate for 40'  
When 45' rate is filed and no 40'HC rate: apply 80% and round off to the nearest five dollars of 45' rate for 40'HC  
When 45' rate is filed and no 20' rate: apply 71% and round off to the nearest five dollars of 45' rate for 20'

**Refrigerated Containers**

When 20' rate is filed and no 40'HC rate: apply 125% and round off to the nearest five dollars of 20' rate for 40'HC  
When 40'HC rate is filed and no 20' rate: apply 90% and round off to the nearest five dollars of 40'HC rate for 20'

## Update to Language Effective 2/12/25

**The following rules were updated, removing the reference “TRI” and replacing with “NSA” unless otherwise specified.**

RULE: 2 - APPLICATION OF RATES AND CHARGES Eff: 10/31/2024

17. HAZARDOUS CARGO RATES: Updated text changing TRI to rate and adding NSA reference.

RULE: 2.5 - EXPORT SERVICES CHARGE Eff: 01/05/2021

RULE: 2.6 - COMMUNICATION COSTS Eff: 01/05/2021

RULE: 2.7 - CUSTOMS ENTRY FEE Eff: 01/05/2021

RULE: 2.8 - INSURANCE FEE Eff: 01/05/2021

RULE: 2.9 - LETTER OF CREDIT FEE Eff: 01/05/2021

RULE: 2.10 - CONSULAR DOCUMENTATION Eff: 01/05/2021

RULE: 2.11 - CONSULAR INVOICE PREPARATION Eff: 01/05/2021

RULE: 2.12 - CERTIFICATE OF ORIGIN Eff: 01/05/2021

RULE: 2.13 - SPECIAL DOCUMENTATION CHARGE Eff: 01/05/2021

RULE: 2.16 - FREE DOMICILE FEE Eff: 01/05/2021

- RULE: 2.17 - INSURANCE COVERAGE Eff: 01/05/2021
- RULE: 2.20 – NOTARY FEE Eff: 10/01/2024
- RULE: 2.21 – LEGALIZATON OF DOCUMENTS Eff: 10/01/2024
- RULE: 2.22 – AES FILING FEE AND AES AMENDMENT FEE Eff: 10/01/2024
- RULE: 2.23 – EXPORT ORIGIN DOCUMENTATION FEE Eff: 10/01/2024
- RULE: 2.24 – LATE DOCUMENTATION FEE Eff: 10/01/2024
- RULE: 2.25 – AFR FILING FEE (ADVANCE FILING RULE) FEE Eff: 10/01/2024
- RULE: 2.26 – CONSOLIDATION FEE Eff: 10/01/2024
- RULE: 2.27 – EQUIPMENT CHANGE STATUS FEE Eff: 10/01/2024
- RULE: 6 - MINIMUM BILL OF LADING CHARGES Eff: 01/05/2021
- RULE: 10.2 - CONTAINER STUFFING CHARGE Eff: 01/05/2021
- RULE: 10.3 - CONTAINER SERVICE CHARGE Eff: 01/05/2021
- RULE: 11 - MINIMUM QUANTITY RATES Eff: 01/05/2021 replaced with the word rates RULE: 12 - AD VALOREM RATES Eff: 01/05/2021 reference removed
- RULE: 26 - TIME/VOLUME RATES IN FOREIGN COMMERCE Eff: 01/05/2021 RULE: 28 - DEFINITIONS Eff: 01/05/2021 Full description removed:  
 TRI - means Tariff Rate Item which includes the Origin, Destination, Rate Basis, Rate, Effective Date, Expiration Date, Filing Date, Symbol and Shipment Codes applicable to a specific rate item.
- RULE: 36 – DIVERSION FEES Eff: 10/27/2021
- RULE: 37 – BL CHANGE/AMENDMENT FEE Eff: 07/26/2021
- RULE: 38 – SHIPMENT TURNOVER HANDLING FEE Eff: 2/14/2022
- RULE: 39 – DEMURRAGE & DETENTION/PER DIEM FEES Eff: 1/1/2024
- RULE: 40 – AMS FILING FEES Eff: 6/24/2024
- RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2024
- RULE: 42 – Late SI/VGM Submissions: 4/7/2022
- RULE: 45 – LA/LONG BEACH CONTAINER EXCESS DWELL FEE Eff: 11/04/2021
- RULE: 46 – SEATTLE/TACOMA CONTAINER LONG STAY HANDLING FEE Eff: 11/04/2021
- RULE: 50 – ISF-5 Canada (Importer Security Filing) Eff: 9/10/2023
- RULE: 51 – ACI Canada (Advanced Commercial Information) Eff: 9/10/2023
- RULE: 52 – Clean Truck Fee Eff: 10/1/2023
- RULE: 54 – ISF-10 USA (Importer Security Filing) Eff: 10/20/2023
- RULE: 55 – DO Fee (Delivery Order Fee) Eff: 10/20/2023

## Deleted Section 2/18/2025

### Shipment Turnover Handling Fee

RULE: 38 – SHIPMENT TURNOVER HANDLING FEE Eff: 2/14/2022

**Effective** 5/9/2024

**Filed** 5/9/2024

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of CIF/CFR shipments on the PROBUS LOGISTICS Sun Chief Service not being customs cleared by PROBUS LOGISTICS, a fee of \$55.00 will be charged for every bill of lading to turn over the shipment to the customs broker.

For all other PROBUS LOGISTICS service combinations unless otherwise provided in individual TRIs or NRA, in the case of shipments not being customs cleared by PROBUS LOGISTICS, a fee of \$50.00 will be charged for every bill of lading to turn over the shipment to the customs broker.

## Deleted Section 2/28/25 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2024

**Effective** 1/1/2025

**Filed** 12/2/2024

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 405 per 20'
- USD 540 per 40'
- USD 540 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 730 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 450 per 20'
- USD 595 per 40'
- USD 595 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 805 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 660 per 20'

- USD 875 per 40'
- USD 875 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1225 per 45'

## DELETED SECTION 4/21/25 Detention/Per

### Diem Fees

RULE: 39 – DEMURRAGE & DETENTION/PER DIEM FEES Eff: 1/1/2024

**Effective** 1/3/2024

**Filed** 1/3/2024

**Filing Codes** C

Unless otherwise provided in individual NSAs or NRA, in the case of cargo contracted to Swire as a VOCC, the below demurrage/detention/per diem charges will apply.

Demurrage & Detention Overview / Per Diem Tariffs: Sun Chief Express Service							
Free Time   Southeast Asia Export – United States / Canada Import Moves:							
Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore							
Destination Countries Covered: United States, Canada							
Asia Export – Demurrage				Asia Export - Detention			
Origin	Cont. Type	Free Calendar Days		Origin	Cont. Type	Free Calendar Days	
HCM/HPH	Dry	12		All SE Asia	Dry	7	
HCM/HPH	Reefer	2		All SE Asia	Reefer	5	
JKT/SUB	Dry	5					
JKT/SUB	Reefer	2					
PNH/KOS	Dry	5					
PNH/KOS	Reefer	2					
BUS	Dry	8					
BUS	Reefer	5					
NSA/CGP	Dry	4					
NSA/CGP	Reefer	2					
SIN	Dry	3					
SIN	Reefer	2					
LCH/LKB	Dry	3					
LCH/LKB	Reefer	2					

Asia Exports - Detention							
Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time	USD	\$15.00	\$30.00	\$30.00	\$60.00	\$40.00	\$80.00
Tariff is subject to local tax if applicable							
Export Detention is counted from empty pickup date to laden return date at gate-in terminal							
Asia Export – Demurrage							
Customer Billed Rate							
		GP/HC		Reefer		Other	

US/CAN Import - Demurrage		
Dest.	Cont. Type	Free Business Days
SEA	Dry	4
SEA	Reefer	2
MEM	Dry	2
CLE	Dry	2
MSP	Dry	2
DET	Dry	2
STL	Dry	2
CMH	Dry	2
CHI	Dry	2
MKC	Dry	2
VAN	Dry	3

US/CAN Import - Detention		
Dest.	Cont. Type	Free Calendar Days
All US/CAN	Dry	8
All US/CAN	Reefer	3

**US/CAN Imports  
Detention Rate**

		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over	USD per day	\$175.00		\$500.00		\$400.00	
4+ days over	USD per day	\$250.00		\$600.00		\$500.00	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time	USD	\$15.00	\$30.00	\$55.00	\$80.00	\$40.00	\$80.00

Tariff is subject to local tax if applicable

Export Demurrage is counted from gate-in date at gate-in terminal to loading date

Export Demurrage charges includes port storage and reefer power charge

Demurrage & Detention Overview / Per Diem Tariffs: Sun Chief Express Service Free Time   United States / Canada Export Moves - Southeast Asia Import							
<i>Origin Countries Covered: United States, Canada</i>							
<i>Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>							
US/CAN Export – Demurrage			US/CAN Export - Detention				
Only billed if customer asks to roll container or container misses vessel due to missed doc cut, etc. Passed through with admin fee.			<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>		
			All US	Dry	8		
			All US	Reefer	6		
<i>Origin</i>	<i>Cont. Type</i>	<i>Free Working Days</i>					
All US	Dry	3					
All US	Reefer	2					
US/CAN Exports Detention Customer Billed Rate							
		GP/HC		Other		Reefer	
<i>Container Size:</i>		20'	40'	20'	40'	20'	40'
1-3 days over free time	USD per day	\$175.00		\$500.00		\$400.00	
4-6 days over free time	USD per day	\$250.00		\$600.00		\$500.00	

Demurrage & Detention Overview / Per Diem Tariffs: Sun Chief Express Service Free Time   United States / Canada Export Moves - Southeast Asia Import			
<i>Origin Countries Covered: United States, Canada</i>			
<i>Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>			
Asia Import		DEM	DET
<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>	<i>Free Calendar Days</i>
HCM	Dry	5	7
HCM	Reefer	2	3
HPH	Dry	5	7
HPH	Reefer	2	3
JKT/SUB	Dry	5	5
JKT/SUB	Reefer	2	3
PNH/KOS	Dry	5	5
PNH/KOS	Reefer	2	3
BUS	Dry	8	5
BUS	Reefer	5	3

NSA/CGP	Dry	4	5			
NSA/CGP	Reefer	2	3			
SIN	Dry	3	5			
SIN	Reefer	2	3			
LCH/LKB	Dry	3	5			
LCH/LKB	Reefer	2	3			
<i>Origin Countries Covered: United States</i>						
<i>Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Jakarta (JKT), Surabaya (SUB), Laem Chabang (LCH), Lat Krabang (LKB), Phnom Penh (PNH), Sihanoukville (KOS), Busan (BUS)</i>						
<b>Notes:</b>						
Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.						
<b>Demurrage:</b> Any port/ramp demurrage charges will be passed through to the customer at cost. Invoice reconciliation to be handled between the port/ramp and the shipper/consignee directly.						

<i>Origin Countries Covered: United States, Canada</i>							
<i>Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Jakarta (JKT), Surabaya (SUB), Laem Chabang (LCH), Lat Krabang (LKB), Phnom Penh (PNH), Sihanoukville (KOS), Busan (BUS), Singapore</i>							
<b>Asia Imports Customer Billed Rate</b>							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
Daily after free time expiration days 8+	USD	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
Tariff is subject to local tax if applicable Import Detention is counted from laden gate-out date at final delivery place until empty return date Import Demurrage is counted from discharge date (at final delivery place) till laden gate-out date Import Demurrage includes port storage but not included reefer power charge (power charge will be settled by Consignee to terminal directly)							
<i>Origin Countries Covered: United States, Canada</i>							

<i>Destination Ports Covered: Chittagong (CGP), and Nhava Sheva (NSA)</i>							
<b>Asia Imports Customer Billed Rate</b>							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00
Daily after free time expiration days 8+	USD	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00
Tariff is subject to local tax if applicable Import Detention is counted from laden gate-out date at final delivery place until empty return date Import Demurrage is counted from discharge date (at final elivery place) till laden gate-out date Import Demurrage includes port storage but not included reefer power charge (power charge will be settled by Consignee to terminal directly)							

**DELETED SECTION 4/30/2025**

**Work Disruption Surcharge USEC/USGC**

RULE: 59 – Work Disruption Surcharge USEC/USGC Eff: 10/19/2024

Effective pushed out to 01/01/2025 on 10/17/2024

Effective updated to 12/14/2024 on 11/14/2024

Effective updated to 12/15/2024 on 11/27/2024

Effective updated to 1/6/2025 on 12/13/24

Effective updated to 1/15/2025 on 1/6/2025

Effective updated to 2/1/2025 on 1/15/2025

Effective updated to 2/15/2025 on 2/1/2025

Effective updated to 3/1/2025 on 2/15/25

Effective updated to 3/15/2025 on 2/28/25

Effective updated to 4/1/2025 on 3/13/25

Effective updated to 4/15/2025 on 3/31/25

Effective updated to 5/1/2025 on 4/14/25

**Effective**      5/1/25

**Filed**         9/19/24

**Filing Codes**      I

Unless otherwise explicitly indicated in a particular NRA or NSA the following Work Disruption Surcharge will be assessed for cargo to, from or via the USEC and USGC ports including RIPI on import and export shipments:

\$2400/20'

\$3000/40', 40HC, 40NOR, 40RE

\$3800/45'

**DELETED SECTION 4/30/2025**  
**US/Canada Congestion Surcharge**

RULE: 60 – US/Canada Congestion Surcharge Eff: 10/20/2024

Effective pushed out to 01/01/2025 on 10/17/2024

Effective updated to 12/14/2024 on 11/14/2024

Effective updated to 12/15/2024 on 11/27/2024

Effective updated to 1/6/2025 on 12/13/24

Effective updated to 1/15/2025 on 1/6/2025

Effective updated to 2/1/2025 on 1/15/2025

Effective updated to 2/15/2025 on 2/1/2025

Effective updated to 3/1/2025 on 2/15/25

Effective updated to 3/15/2025 on 2/28/25

Effective updated to 4/1/2025 on 3/13/25

Effective updated to 4/15/2025 on 3/31/25

Effective updated to 5/1/2025 on 4/14/25

**Effective** 5/1/25

**Filed** 9/20/24

**Filing Codes** I

Unless otherwise explicitly indicated in a particular NRA or NSA the following Congestion Surcharge will be assessed for cargo to or from the US and Canada from or to the world:

\$2000/20'

\$2500/40', 40HC, 40NOR,

\$3165/45'

\$2000/20RE, OT, FR \$3000/40RE,

40HCRE, OT, FR

**DELETED SECTIONS 5/27/25**  
**Communication Costs**

RULE: 2.6 - COMMUNICATION COSTS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Unless otherwise provided in individual NSAs or NRA, Communication Costs such as telex and telephone will be charged at:

Each Telex - \$35.00

Each Telephone - \$5.00

## RESERVED

RULE: 59 – RESERVED FOR FUTURE USE Eff: 04/30/2025

**Effective** 4/30/25

**Filed** 4/30/25

**Filing Codes** R

RESERVED FOR FUTURE USE

## DELETED SECTION

### BAF - Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2025

**Effective** 4/1/2025

**Filed** 2/28/25

**Filing Codes** C

Unless otherwise provided in individual NSAs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$550.00
40'	\$600.00
40' HC	\$650.00

## DELETED SECTION

### Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2025

**Effective** 4/1/2025

**Filed** 2/28/2025

**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 420 per 20'
- USD 560 per 40'
- USD 560 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 760 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 465 per 20'
- USD 620 per 40'
- USD 620 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 840 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 660 per 20'

- USD 880 per 40'
- USD 880 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1235 per 45'

**DELETED SECTION**

**PSS - Peak Season Surcharge**

RULE: 48 – PSS – Peak Season Surcharge Eff: 7/27/2024

**Effective** 7/27/2024

**Filed** 6/27/2023

**Filing Codes** A

All dry and refrigerated cargo moving from the origins listed below are subject to the peak season surcharge (PSS) listed unless otherwise stated.

Cargo originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

PSS				
Destination	20'	40-40hc	45'	40hc Reefer
US West Coast	\$3,600	\$4,000	\$5,065	\$4,000
IPI via USWC	\$3,600	\$4,000	\$5,065	\$4,000

US East Coast / RIPI via USEC / US Gulf Coast	\$5,400	\$6,000	\$7,600	\$6,000
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**DELETED SECTION**

**BAF - Bunker Adjustment Fees SunChief Service**

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2025

**Effective** 7/1/2025

**Filed** 5/30/25

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$500.00
40'	\$550.00
40' HC	\$600.00

**DELETED SECTION**

**PROBUS LOGISTICS SunChief Service Carrier Definition**

RULE: 2.29 – PROBUS LOGISTICS SunChief Service Carrier Definition FEE Eff: 10/27/2024

**Effective** 10/27/2024

**Filed** 09/27/2024

**Filing Codes** I

All Cargo moving on PROBUS LOGISTICS SunChief service will be moved on carrier Swire Shipping.

**DELETED SECTION**

**Detention/Per Diem Fees**

RULE: 39 – DEMURRAGE & DETENTION/PER DIEM FEES Eff: 4/21/2025

**Effective** 4/21/2025

**Filed** 4/21/2025

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of cargo contracted to Swire as a VOCC, the below /detention/per diem charges will apply.

<b>Demurrage &amp; Detention Overview / Per Diem Tariffs: Sun Chief Express Service</b>					
<b>Free Time   Southeast Asia Export – United States / Canada Import Moves:</b>					
<i>Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>					
<i>Destination Countries Covered: United States, Canada</i>					
<b>Asia Export – Demurrage</b>			<b>Asia Export - Detention</b>		
<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>	<i>Origin</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>
HCM/HPH	Dry	12	All SE Asia	Dry	7
HCM/HPH	Reefer	2	All SE Asia	Reefer	5
JKT/SUB/SRG	Dry	5			
JKT/SUB	Reefer	2			
PNH/KOS	Dry	5			
PNH/KOS	Reefer	2			
BUS	Dry	8			
BUS	Reefer	5			
NSA/CGP/MAA	Dry	4			
NSA/CGP/MAA	Reefer	2			
SIN	Dry	3			
SIN	Reefer	2			
PKG	Dry	5			
PKG	Reefer	2			
DNG	Dry	6			
LCH/LKB	Dry	5			
LCH/LKB	Reefer	2			

<b>Demurrage &amp; Detention Overview / Per Diem Tariffs: Sun Chief Express Service</b>					
<b>Free Time   Southeast Asia Export – United States / Canada Import Moves:</b>					
<i>Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>					
<i>Destination Countries Covered: United States, Canada</i>					
<b>US/CAN Import - Demurrage</b>			<b>US/CAN Import - Detention</b>		
<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Business Days</i>	<i>Dest.</i>	<i>Cont. Type</i>	<i>Free Calendar Days</i>
SEA	Dry	4	All US/CAN	Dry	8
SEA	Reefer	2	All US/CAN	Reefer	3
PDX	Reefer	2			
MEM	Dry	2			
CLE	Dry	2			
MSP	Dry	2			
DET	Dry	2			
STL	Dry	2			
CMH	Dry	2			
CHI	Dry	2			
MKC	Dry	2			
PDX	Dry	4			
VAN	Dry	3			
DEN	Dry	2			
DET	Dry	2			

Free Time   United States / Canada Export – Asia Import Moves:					
<i>Origin Countries Covered: United States, Canada</i>					
<i>Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>					
US/CAN Export – Demurrage			US/CAN Export - Detention		
Only billed if customer asks to roll container or container misses vessel due to missed doc cut, etc. Passed through with admin fee.			Origin	Cont. Type	Free Calendar Days
			All US/CAN	Dry	8
			All US/CAN	Reefer	6
Origin	Cont. Type	Free Working Days			
SEA	Dry	3			
SEA	Reefer	2			
MEM	Dry	2			
CLE	Dry	2			
MSP	Dry	2			
DET	Dry	2			
STL	Dry	2			
CMH	Dry	2			
CHI	Dry	2			
MKC	Dry	2			
PDX	Dry	2			
VAN	Dry	2			
DEN	Dry	2			

Origin Countries Covered: United States, Canada

Probus Logistics Inc.

Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore

53 Mobis Drive  
Markham, Ontario Canada  
L6C 0Y3

Asia Import		DEM	DET
Dest.	Cont. Type	Free Calendar Days	Free Calendar Days
HCM	Dry	5	7
HCM	Reefer	2	3
HPH	Dry	5	7
HPH	Reefer	2	3
CLI	Dry	5	7
CLI	Reefer	2	3
JKT/SUB/SRG	Dry	5	5
JKT/SUB/SRG	Reefer	2	3
PNH/KOS	Dry	5	5
PNH/KOS	Reefer	2	3
BUS	Dry	8	5
BUS	Reefer	5	3
NSA/CGP/MAA	Dry	4	5
NSA/CGP/MAA	Reefer	2	3
SIN	Dry	3	5
SIN	Reefer	2	3
LCH/LKB	Dry	3	5
LCH/LKB	Reefer	2	3
PKG	Dry	5	5
PKG	Reefer	2	3

**Notes:**

Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.

**Demurrage:** Any port/ramp demurrage charges will be passed through to the customer at cost unless stated otherwise .Invoice reconciliation to be handled between the port/ramp and the shipper/consignee directly.

Free Time   Southeast Asia Export – United States / Canada Import Moves:							
<i>Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>							
<i>Destination Countries Covered: United States, Canada</i>							
US/CAN Imports Detention Customer Billed Rate							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over free time	USD per day	\$175.00	\$175.00	\$500.00	\$500.00		\$400.00
4+ days over free time	USD per day	\$250.00	\$250.00	\$600.00	\$600.00		\$500.00
Free Time   United States / Canada Export – Asia Import Moves:							
<i>Origin Countries Covered: United States, Canada</i>							
<i>Destination Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>							
US/CAN Exports Detention Customer Billed Rate							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
1-3 days over free time	USD per day	\$175.00	\$175.00	\$500.00	\$500.00		\$400.00
4+ days over free time	USD per day	\$250.00	\$250.00	\$600.00	\$600.00		\$500.00

Free Time   Southeast Asia Export – United States / Canada Import Moves:							
<i>Origin Countries Covered: Vietnam, Cambodia, Thailand, Indonesia, Singapore, Malaysia, Philippines, Singapore</i>							
<i>Destination Countries Covered: United States, Canada</i>							
Asia Exports - Detention Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration	USD	\$15.00	\$30.00	\$30.00	\$60.00	\$40.00	\$80.00
Tariff is subject to local tax if applicable							
Export Detention is counted from empty pickup date to laden return date at gate-in terminal							
Asia Export – Demurrage Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration	USD	\$15.00	\$30.00	\$55.00	\$80.00	\$40.00	\$80.00
Tariff is subject to local tax if applicable							
Export Demurrage is counted from gate-in date at gate-in terminal to loading date							
Export Demurrage charges includes port storage and reefer power charge							

Free Time   United States / Canada Export – Asia Import Moves:							
<i>Origin Countries Covered: United States, Canada</i>							
<i>Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Jakarta (JKT), Surabaya (SUB), Laem Chabang</i>							
Asia Imports - Detention & Demurrage Rate Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
Daily after free time expiration days 8+	USD	\$ 40.00	\$ 80.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
Tariff is subject to local tax if applicable							
Import Detention is counted from laden gate-out date at final delivery place until empty return date							
Import Demurrage is counted from discharge date (at final elivery place) till laden gate-out date							
Import Demurrage includes port storage but not included reefer power charge (power charge will be settled by							
<i>Origin Countries Covered: United States, Canada</i>							
<i>Destination Ports Covered: Chittagong (CGP), and Nhava Sheva (NSA)</i>							
Asia Imports - Detention & Demurrage Rate Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Daily after free time expiration for next 7 days	USD	\$ 50.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 150.00	\$ 300.00
Daily after free time expiration days 8+	USD	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 300.00	\$ 600.00
Tariff is subject to local tax if applicable							
Import Detention is counted from laden gate-out date at final delivery place until empty return date							
Import Demurrage is counted from discharge date (at final elivery place) till laden gate-out date							
Import Demurrage includes port storage but not included reefer power charge (power charge will be settled by							

**DELETED SECTION**

**BAF - Bunker Adjustment Fees SunChief Service**

**RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/5/2025**

**Effective 7/5/2025**

**Filed** 6/5/25

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of cargo contracted to Swire as a VOCC, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$500.00
40'	\$600.00
40' HC	\$600.00

## DELETED SECTION

### Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/1/2025

**Effective** 7/1/2025

**Filed** 5/30/2025

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise stated. The below applies for all carriers except for Swire.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 385 per 20'
- USD 510 per 40'
- USD 510 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 690 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 425 per 20'
- USD 565 per 40'
- USD 565 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 765 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 595 per 20'

- USD 790 per 40'
- USD 790 per 40' High cube, Non-Operating Reefer and Reefer container -
- USD 1110 per 45'

## DELETED SECTION

### Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/23/2025

**Effective** 7/23/2025

**Filed** 7/23/2025

**Filing Codes** R

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise provided in individual NSAs or NRAs,. The below applies for all services except the SunChief Service.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 385 per 20'
- USD 510 per 40'
- USD 510 per 40' High cube, Non-Operating Reefer and Reefer container - USD 690 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 425 per 20'
- USD 565 per 40'
- USD 565 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 765 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 595 per 20'

- USD 790 per 40'
- USD 790 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1110 per 45'

## DELETED SECTION 9/30/2025

### Use of NVOCC Negotiated Rate Arrangements

RULE: 2.4 - USE OF NVOCC NEGOTIATED RATE ARRANGEMENTS Eff: 01/05/2021

**Effective** 01/05/2021

**Filed** 01/05/2021

**Filing Codes** I

Pursuant to 46 CFR Part 520 and 532, Carrier has elected to move all cargo under Non-Vessel Operating Common Carrier Negotiated Rate Arrangements (NRA).

The writings provided in the Carrier's rate quotes, rate sheets, rate matrices, and/or email exchanges between the Carrier and the Shipper cumulatively contain an offer(s) by Carrier pursuant to 46CFR532.6. Acceptance of the quotation shall become binding after receipt of the cargo by Carrier or its agent (or originating carrier in the case of

through transportation). If the terms and conditions contained in the aforementioned document(s) do not reflect Shipper's understanding, Shipper must notify Carrier immediately. Carrier Rules Tariff, provided free of charge at <https://www.ship Probus Logistics.com/resources/terms-and-conditions/> contains the terms and conditions which are further applicable to the shipment.

**Addition Below: Effective**  
**Filed**

9/17/2021  
 9/17/2021

In the event of the absence of a NRA/NSA, the FAK cargo freight rate to and from all listed destinations in this tariff will be \$50,000 per container. The FAK freight rate to and from all destinations in this tariff will be \$1500 per W/M for all LCL cargo.

## **DELETED SECTION 12/2/2025**

### **Bunker Adjustment Fees Non SunChief**

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 10/1/2025

**Effective** 10/1/2025

**Filed** 8/29/2025

**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise provided in individual NSAs or NRAs, . The below applies for all services except the SunChief Service.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 375 per 20'
- USD 500 per 40'
- USD 500 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 675 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 415 per 20'

- USD 550 per 40'
- USD 550 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 745 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 600 per 20'

- USD 795 per 40'
- USD 795 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1115 per 45'

## DELETED SECTION 12/12/2025 RESERVED FOR FUTURE USE

RULE: 44 – Reserved for Future Use

**Effective** 12/7/2023

**Filed** 12/7/2023

**Filing Codes** R

Reserved for future use.

## DELETED SECTION 3/2/2026 Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 1/1/2026

**Effective** 1/1/2026

**Filed** 12/2/2025

**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise provided in individual NSAs or NRAs,. The below applies for all services except the SunChief Service.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 345 per 20'
- USD 455 per 40'
- USD 455 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 615 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 380 per 20'
- USD 505 per 40'
- USD 505 per 40' High cube, Non-Operating Reefer and Reefer container

- USD 685 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 550 per 20'

- USD 730 per 40'

- USD 730 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1025 per 45'

## **DELETED SECTIONS 3/11/2026**

### **Pass Through Carrier Charges**

RULE: 59 – Pass Through Carrier Charges Eff: 06/26/2025

<b>Effective</b>	6/26/25
<b>Filed</b>	5/27/25
<b>Filing Codes</b>	A

Any charges or accessorial not specifically listed herein but charged by an underlying carrier may be passed through.

### **SunChief Service Market Adjustment Factor**

RULE: 66 Market Adjustment Factor Rule Eff: 03/15/2026

Effective updated to 3/1/2025 on 2/15/25

Effective updated to 3/15/2025 on 2/28/25

Effective updated to 4/1/2025 on 3/13/25

Effective updated to 4/15/2025 on 3/31/25

Effective updated to 5/1/2025 on 4/14/25

Effective updated to 5/15/2025 on 4/30/25

Effective updated to 6/1/2025 on 5/14/25

Effective updated to 6/15/2025 on 5/30/25

Effective updated to 7/1/2025 on 6/12/25

Effective updated to 7/15/2025 on 6/30/25

Effective updated to 8/1/2025 on 7/14/25

Effective updated to 8/15/2025 on 7/31/25

Effective updated to 9/1/2025 on 8/13/25

Effective updated to 9/15/2025 on 8/29/25

Effective updated to 10/1/2025 on 9/12/25

Effective updated to 10/15/2025 on 9/30/25

Effective updated to 11/1/2025 on 10/14/25

Effective updated to 11/15/2025 on 10/29/25

Effective updated to 12/1/2025 on 11/14/25

Effective updated to 12/15/2025 on 12/1/25

Effective updated to 1/1/2026 on 12/12/25

Effective updated to 1/15/2026 on 12/29/25

Effective updated to 2/1/2026 on 1/12/26  
 Effective updated to 2/15/2026 on 1/29/26  
 Effective updated to 3/01/2026 on 2/13/26  
 Effective updated to 3/15/2026 on 2/28/26

**Effective** 03/15/2026  
**Filed** 1/22/2025  
**Filing Codes** R

A Market Adjustment Factor as below will apply to all import shipments on the SunChief service.

\$900/20' container

\$1000/40-40hc-40NOR container

## DELETED SECTIONS 4/1/2026

### Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 4/1/2026

**Effective** 4/1/2026  
**Filed** 3/2/2026  
**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise provided in individual NSAs or NRAs,. The below applies for all services except the SunChief Service.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India  
 To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 500 per 20'
- USD 550 per 40'
- USD 550 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 700 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 550 per 20'
- USD 610 per 40'
- USD 610 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 780 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 790 per 20'  
- USD 870 per 40'  
- USD 870 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1110 per 45'

## DELETED SECTIONS 4/10/2026

### Emergency Bunker Charge

RULE: 67 Emergency Bunker Charge Eff: 04/10/2026

**Effective** 04/10/2026

**Filed** 3/11/2026

**Filing Codes** I

An Emergency Bunker Charge will apply on all import and export shipments as below.

\$1045/20' container dry and reefer

\$1160/40-40hc-40NOR container

\$1470/45' container

## DELETED SECTIONS 5/1/2026

### Bunker Adjustment Fees Non SunChief

RULE: 43 – BAF - BUNKER ADJUSTMENT FEE Eff: 5/1/2026

**Effective** 5/1/2026

**Filed** 4/1/2026

**Filing Codes** A

All cargo moving from the origins listed below are subject to the bunker surcharge listed unless otherwise provided in individual NSAs or NRAs,. The below applies for all services except the SunChief Service.

Cargo Originating in:

China, Taiwan, South Korea, Macau, Singapore, Thailand, Malaysia, Indonesia, Philippines, Vietnam, Cambodia, Mongolia, Japan, Bangladesh, Sri Lanka, Pakistan, India

To all west coast ports and all inland destinations service directly over west coast ports not including rail ramps:

- USD 660 per 20'
- USD 875 per 40'
- USD 875 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1185 per 45'

To all rail ramp locations with a port of discharge of west coast ports

- USD 725 per 20'
- USD 965 per 40'
- USD 965 per 40' High cube, Non-Operating Reefer and Reefer container
- USD 1305 per 45'

To all east coast ports and all inland destinations service directly over east coast ports including rail ramps: - USD 960 per 20'

- USD 1275 per 40'
- USD 1275 per 40' High cube, Non-Operating Reefer and Reefer container - USD 1785 per 45'

## DELETED SECTIONS 5/29/2026

### Consolidation Fee

RULE: 2.26 – CONSOLIDATION FEE Eff: 10/01/2024

**Effective** 10/01/2024

**Filed** 08/30/2024

#### Filing Codes I

For the SunChief service: Unless otherwise provided in individual NSAs or NRA consolidated bookings will be charged a fee of \$75 when consolidations of any bookings (up to 5 bookings), after a V # is given, will be considered a consolidated shipment. The fee applies per every 5 bookings thereafter.

For all other PROBUS LOGISTICS services: Unless otherwise provided in individual NSAs or NRA consolidated bookings will be charged a fee of \$75 when consolidations of any bookings (up to 5 bookings), will be considered a consolidated shipment. The fee applies per every 5 bookings thereafter.

Charges would apply as below by way of example:

# of Bookings	Consolidation Charge
2 to 5	\$75
6 to 9	\$75
10	\$150
11 to 14	\$150
15	\$225
16 to 19	\$225
20	\$300
etc	etc

### PROBUS LOGISTICS SunChief Service Carrier Definition

RULE: 2.29 – PROBUS LOGISTICS SunChief Service Carrier Definition FEE Eff: 7/23/2025

**Effective** 7/23/2025 **Filed** 7/23/2025 **Filing Codes** R

All Cargo moving on PROBUS LOGISTICS SunChief service will be moved on an expedited carrier.

## Chassis Pre-Mount Fee T18 Terminal Seattle

RULE: 2.30 – Chassis Pre-mount Fee T18 Terminal Seattle FEE Eff: 11/16/2024

**Effective** 11/16/2024

**Filed** 10/17/2024

**Filing Codes** I

A Chassis pre-mount fee will apply to all containers pre-mounted of \$150/container.

## Hazardous Cargo

RULE: 16 - HAZARDOUS CARGO Eff: 01/05/2021

**Effective** 10/01/2024

**Filed** 08/30/2024

**Filing Codes** I

1. Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's option of acceptance and to special booking arrangements.

2. In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or owners and/or Shippers of such cargo.

3. The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. CFR Title 46, Shipping Parts 146-149 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

Class 1. Explosives.

2. Gases; Compressed, Liquified or Dissolved under Pressure.

3. Inflammable Liquids.

4. Inflammable Solids.

5. Oxidizing Substances and Organic Peroxide.

6. Poison and Infectious Substances.

7. Radioactive Substances.

8. Corrosives.

9. Miscellaneous Dangerous Substances.

On port-to-port service the charge for Hazardous Cargo will be:  
\$350/20' and \$500/40'/40hc/45'

In addition to the port-to-port charge if the freight moves from/to a CY Ramp location an additional charge will apply:

SunChief service \$150/container  
 All other PROBUS LOGISTICS services  
 \$450/container

## Booking Cancellation Fees

RULE: 35 – Booking Cancellation Fees Eff: 8/30/24

**Effective** 08/30/2024

**Filed** 08/30/2024

**Filing Codes** A

Unless otherwise provided in individual NRAs or NSAs, On the Sunchief service cancellation of a booking will incur a fee as follows:

- A \$150 per container fee will apply if a booking is cancelled on the day off the SI cutoff date.
- A \$300 per container fee will apply if equipment is pulled, unused and the booking cancelled.

For all other services with PROBUS LOGISTICS unless otherwise provided in individual NRAs or NSAs, cancellation of a booking will incur a fee of \$500 per container.

## Detention/Per Diem Fees

RULE: 39 – DEMURRAGE & DETENTION/PER DIEM FEES Eff: 7/23/2025

**Effective** 7/23/2025

**Filed** 7/23/2025

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of cargo contracted on the SunChief service, the below /detention/per diem charges will apply.

Free Time   Southeast Asia Export – United States Import Moves:							
<i>Origin Countries Covered: JKT/SUB/SRG/SIN/LCH/LKB/NSA/CGP/MAA/PKG</i>							
<i>Destination Countries Covered: United States</i>							
US Imports Detention Customer Billed Rate							
	GP/HC		Other		Reefer		
Container Size:	20'	40'	20'	40'	20'	40'	
Free calendar days	8	8	8	8	3	3	

Free Time   United States Export – Asia Import Moves:						
<i>Origin Countries Covered: United States</i>						
<i>Destination Countries Covered: JKT/SUB/SRG/SIN/LCH/LKB/NSA/CGP/MAA/PKG</i>						
US Exports Detention Customer Billed Rate						
	GP/HC		Other		Reefer	
Container Size:	20'	40'	20'	40'	20'	40'
Free calendar days	8	8	8	8	3	3

Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.

Free Time   Southeast Asia Export – United States Import Moves:								
<i>Origin Countries Covered: Vietnam, Cambodia</i>								
<i>Destination Countries Covered: United States</i>								
US Imports Detention Customer Billed Rate								
			GP/HC		Other		Reefer	
Container Size:			20'	40'	20'	40'	20'	40'
Free calendar days			8	8	8	8	3	3
1-3 days over free time	USD	per	\$175.00	\$175.00	\$500.00	\$500.00	\$400.00	\$400.00
	da	day						
4+ days over free time	USD	per	\$250.00	\$250.00	\$600.00	\$600.00	\$500.00	\$500.00
	da	day						

Free Time   United States Export – Asia Import Moves:							
<i>Origin Countries Covered: United States</i>							
<i>Destination Countries Covered: Vietnam, Cambodia</i>							
US Exports Detention Customer Billed Rate							
		GP/HC		Other		Reefer	
Container Size:		20'	40'	20'	40'	20'	40'
Free calendar days		8	8	8	8	3	3
1-3 days over free time	USD per day	\$175.00	\$175.00	\$500.00	\$500.00	\$400.00	\$400.00
4+ days over free time	USD per day	\$250.00	\$250.00	\$600.00	\$600.00	\$500.00	\$500.00

Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.

Free Time   Southeast Asia Export – United States Import Moves:
<i>Origin Countries Covered: JKT/SUB/SRG/SIN/LCH/LKB/NSA/CGP/MAA/PKG</i>
<i>Destination Countries Covered: United States</i>

Asia Exports - Detention							
Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Free calendar days JKT/SUB/SRG		7	7	5	5	7	7
Free calendar days SIN		7	7	5	5	7	7
Free calendar days LCH/LKB		7	7	5	5	7	7
Free calendar days NSA/CGP/MAA		7	7	5	5	7	7
Free calendar days PKG		7	7	5	5	7	7
<p><b>Tariff is subject to local tax if applicable</b></p> <p>Export Detention is counted from pickup date to laden return date at gate-in terminal</p>							
<p><b>Free Time   United States Export – Asia Import Moves:</b></p> <p><i>Origin Countries Covered: United States</i>  <i>Destination Ports Covered: JKT/SUB/SRG/SIN/LCH/LKB/NSA/CGP/MAA/PKG</i></p>							
Asia Imports - Detention Rate							
Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Free calendar days JKT/SUB/SRG		5	5	3	3	5	5
Free calendar days SIN		5	5	3	3	5	5
Free calendar days LCH/LKB		5	5	3	3	5	5
Free calendar days NSA/CGP/MAA		5	5	3	3	5	5
Free calendar days PKG		5	5	3	3	5	5
<p><b>Tariff is subject to local tax if applicable</b></p> <p>Import Detention is counted from laden gate-out date at final delivery place until empty return date</p>							
<p>Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.</p>							

Free Time   Southeast Asia Export – United States Import Moves:							
<i>Origin Countries Covered: JKT/SUB/SRG/SIN/LCH/LKB/NSA/CGP/MAA/PKG</i>							
<i>Destination Countries Covered: United States</i>							
Asia Export – Demurrage Customer Billed Rate							
	GP/HC		Reefer		Other		
Container Size:	20'	40'	20'	40'	20'	40'	
Free calendar days JKT/SUB/SRG	5	5	2	2	5	5	
Free calendar days SIN	3	3	2	2	3	3	
Free calendar days LCH/LKB	5	5	2	2	5	5	
Free calendar days NSA/CGP/MAA	4	4	2	2	4	4	
Free calendar days PKG	5	5	2	2	5	5	
Tariff is subject to local tax if applicable							
Export Demurrage is counted from gateExport Demurrage charges includes por							
n date at gate-in terminal to loading late t storage and reefer power charge							
Free Time   United States Export – Asia Import Moves:							
<i>Origin Countries Covered: United States</i>							
<i>Destination Ports Covered: JKT/SUB/SRG/SIN/LCH/LKB/NSA/CGP/MAA/PKG</i>							
Asia Imports - Demurrage Rate Customer Billed Rate							
	GP/HC		Reefer		Other		
Container Size:	20'	40'	20'	40'	20'	40'	
Free calendar days JKT/SUB/SRG	5	5	2	2	5	5	
Free calendar days SIN	3	3	2	2	3	3	
Free calendar days LCH/LKB	3	3	2	2	3	3	
Free calendar days NSA/CGP/MAA	4	4	2	2	4	4	
Free calendar days PKG	5	5	2	2	5	5	
Tariff is subject to local tax if applicable							
Import Demurrage is counted from discharge date (at final elivery place) till laden gate dat							
age but r charg							

Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.

Free Time   Southeast Asia Export – United States Import Moves:							
<i>Origin Countries Covered: Vietnam, Cambodia</i>							
<i>Destination Countries Covered: United States</i>							
Asia Exports - Detention Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Free calendar days		7	7	5	5	7	7
Daily after free time expires	USD	\$15.00	\$30.00	\$30.00	\$60.00	\$40.00	\$80.00
Tariff is subject to local tax if applicable							
Export Detention is counted from empty pickup date to laden return date at gate-in terminal							
Free Time   United States Export – Asia Import Moves:							
<i>Origin Countries Covered: United States</i>							
<i>Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Phnom Penh (PNH), Sihanoukville</i>							
Asia Imports - Detention Rate Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Free calendar days HCM/HPH		7	7	3	3	7	7
Free calendar days PNH/KOS		5	5	3	3	5	5
Daily after free time	USD	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
Tariff is subject to local tax if applicable							
Import Detention is counted from laden gate-out date at final delivery place until empty return date							

Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.

<b>Free Time   Southeast Asia Export – United States Import Moves:</b>							
<i>Origin Countries Covered: Vietnam, Cambodia</i>							
<i>Destination Countries Covered: United States</i>							
<b>Asia Export – Demurrage Customer Billed Rate</b>							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
	Free calendar days HCM/HPH	12	12	2	2	12	12
	Free calendar days PNH/KOS	5	5	2	2	5	5
	Daily after free time expiration USD	\$15.00	\$30.00	\$55.00	\$80.00	\$40.00	\$80.00
<b>Tariff is subject to local tax if applicable</b>							
Export Demurrage is counted from gate-in date at gate-in terminal to loading date							
Export Demurrage charges includes por storage and reefer power charge							
<b>Free Time   United States Export – Asia Import Moves:</b>							
<i>Origin Countries Covered: United States</i>							
<i>Destination Ports Covered: Ho Chi Minh (HCM), Haiphong (HPH), Phnom Penh (PNH),</i>							

Asia Imports - Demurrage Rate							
Customer Billed Rate							
		GP/HC		Reefer		Other	
Container Size:		20'	40'	20'	40'	20'	40'
Free calendar days HCM/HPH		5	5	2	2	5	5
Free calendar days PNH/KOS		5	5	2	2	5	5
Daily after free time expiration	USD	\$ 20.00	\$ 40.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 100.00
<p>Tariffs subject to local tax of applicable discharge date (at final elivery place) till laden gate-out date          storage but not included reefer power charge (power charge)</p>							
<p>Origin combined free days only constitute "off dock" free time, assuming outbound container is loaded. If container does not make outbound vessel due to shipper doc issue or shipper asks to roll booking to delay shipment, shipper would be charged daily detention / demurrage rate until container loads next outbound vessel.</p>							

### BAF -

#### Bunker Adjustment Fees SunChief Service

RULE: 41 – BAF - BUNKER ADJUSTMENT FEE Eff: 7/23/2025

**Effective** 7/23/2025

**Filed** 7/23/2025

**Filing Codes** R

Unless otherwise provided in individual NSAs or NRA, in the case of cargo moving on the SunChief service, the below BAF charges will apply when moving in/out of the below ports.

Origins: Vietnam/Cambodia/Thailand/Malaysia/Indonesia/Singapore/Philippines

Destinations: US/Canada

Container Size	BAF Fee
20'	\$500.00
40'	\$600.00
40' HC	\$600.00

#### Sun Chief Congestion Surcharge

RULE: 58 – Sun Chief Congestion Surcharge Eff: 8/11/2024

**Effective** 8/11/24

**Filed** 7/12/24

## **Filing Codes            I**

Unless otherwise explicitly indicated in a particular NRA or NSA the following Congestion Surcharge (CGD) will be assessed on the SunChief Service for Origins or Destinations as follows:

\$1800/20' and \$2000/40hc

For cargo originating or discharging at the below locations.

- Jakarta
- Laem Chabang
- Lat Krabang
- Port Klang
- Sihanoukville
- Phnom Phen
- Singapore