

**CAN-MED LINES (CANADA) INC.**  
**TITLE PAGE**  
**TARIFF NO. 1**

**(C) 2nd REVISED**

FMC No.: 022819

Non-Vessel Operating Common Carrier

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## **TITLE PAGE**

TARIFF NO. 001

Governing Rules Tariff

NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS / AND BREAKBULK

BETWEEN  
U.S. PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)

AND  
FOREIGN PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)

**CAN-MED LINES (CANADA) INC.** is a Non-Vessel Operating Common Carrier (NVOCC) Registered by the Federal Maritime Commission (FMC) and operating under FMC organization number 022819.

### NOTICE TO TARIFF USERS

This document is compiled to reflect Carrier's tariff as published in compliance with regulations of the Federal Maritime Commission. The official tariff is that contained in the internet web site of CAN-MED LINES (CANADA) INC..., located at [www.canmedlines.com](http://www.canmedlines.com)

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**FOR EXPLANATIONS OF ABBREVIATIONS AND SYMBOLS SEE RULE 29**

## Tariff Information

### Tariff Details

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## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.: Table of Contents

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## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 1: Scope

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Rules, regulations and rates published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points and in the individual Tariff Line Items (TLI's) of this tariff:

### SUBSTITUTED SERVICE AND INTERMODAL SERVICE

#### A. SUBSTITUTED SERVICE

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

#### B. INTERMODAL SERVICE

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

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)  
Amendment No.:  
Rule 1-A: Worldwide Ports and Points

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Except as otherwise provided, this tariff provides rates and charges applying between USA Ports and Points and World Ports and Points.

Rates also apply to/from ports and inland points named in the individual tariff items (TLI's) of this tariff.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 1-B: Intermodal Service

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Intermodal through rates apply from and to points in the U.S., listed below only as specified in individual tariff line items.

1. U.S. IPI origin and destination states, and grouping:

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

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
 Amendment No.:  
 Rule 2: Application of Rates and Charges

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1. Rates published in this Tariff are stated in terms of U.S. Currency and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight.

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 W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo.

The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.

Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 16, re: Advanced Charges.)

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

3. 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.

4. Rates as published herein do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

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

6. Unless otherwise specified, when the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

7. The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, rates published in this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for the applicable Cargo, N.O.S. rate shall be applied.

9. Wherever rates are provided for articles named herein, 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.

10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question, eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply. One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone, (Examples):

A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).

A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

13. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

#### 14. TYPES OF SERVICE PROVIDED

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

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

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

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

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

#### 15. SERVICE OPTIONS:

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

##### Door (D)

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

##### Container Yard (Y)

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

##### Container Freight Station (S)

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

#### 16. ADVANCED CHARGES

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

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-020:    | Diversion By Carrier  |

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

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

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

### **Tariff Rule Information**

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|----------------|--|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World) |
| Amendment No.: |  |
| Rule 2-010:    | Packing Requirements   |

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1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.



2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

3. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.

4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

### Tariff Rule Information

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-030:    | Mixed Commodity Rates   |

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#### Mixed Commodities

Commodity Items in Number Series 99XX-XX-XXXX, "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

### Tariff Rule Information

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|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-040:    | Container Capacity  |

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Where rules or rates make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

#### A. For Dry Containers (Subject to Note 1):

| SIZE (IN FEET)  | INSIDE CUBIC CAPACITY |
|-----------------|-----------------------|
| W H L           |                       |
| 8' x 9'6" x 45' | 5.94 cbm (3035 cft)   |
| 8' x 9'6" x 40' | 6.42 cbm (2699 cft)   |
| 8' x 9' x 40'   | 2.21 cbm (2550 cft)   |
| 8' x 8'6" x 40' | 7.70 cbm (2391 cft)   |
| 8' x 8' x 40'   | 3.80 cbm (2253 cft)   |
| 8' x 8'6" x 20' | 3.41 cbm (1180 cft)   |
| 8' x 8' x 20'   | 1.26 cbm (1104 cft)   |

#### B. For Reefer Containers (Subject to Note 1):

| SIZE (IN FEET)  | INSIDE CUBIC CAPACITY |
|-----------------|-----------------------|
| W H L           |                       |
| 8' x 8' x 20'   | 5.7 cbm               |
| 8' x 8'6" x 20' | 8.1 cbm               |
| 8' x 9'6" x 40' | 5.89 cbm              |
| 8' x 9' x 40'   | 9.52 cbm              |
| 8' x 8'6" x 40' | 5.45 cbm              |

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

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-050: Shipper Furnished Containers

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

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

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-060: Measurement And Weight

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.
2. Rounding off- Dimensions  
Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.
3. Calculating Cubic Measurements  
The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.  
In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.  
In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.
4. OFFICIAL MEASURERS AND WEIGHERS  
The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such

shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

#### 5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

### **Tariff Rule Information**

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|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-070:    | Overweight Containers   |

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Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for 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 motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

### **Tariff Rule Information**

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| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-080:    | Shipper's Load And Count  |

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

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

2) Any discrepancy in count or concealed damage to articles.

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

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

## **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 2-090:</b>    | <b>Diversion of Cargo (By Shipper or Consignee)</b>                                |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Assessorial attached with application of Optional.

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

### A. Definition of Diversion:

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

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.

2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

3. This rule will apply to full Bill of Lading quantities or full container loads only.

4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with tariffs on file with the FMC.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 2-100:</b>    | <b>Mixed Shipments</b>   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.
4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 2-110:</b>    | <b>Restricted Articles</b>   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Ammunition, small arms and high explosive shells.
2. Animals, live, domestic or wild (including pets) or ostriches.
3. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; or other articles of extraordinary value.
4. Corpses or cremated remains.
5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved.
6. Eggs, viz: Hatching.
7. Fireworks of any description.
8. Freight transported in bulk (Not packaged).
9. Fruit or Vegetables, viz: fresh.

10. Meats, fresh; poultry or rabbits, dressed.
11. Nursery stock.
12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
13. Silver articles or ware, sterling.
14. Livestock.
15. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
16. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
17. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
18. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 2-120:</b>    | <b>Freight All Kinds (FAK)</b>   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

### **Tariff Rule Information**

|                       |   |
|-----------------------|---|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |   |
| <b>Rule 2-130:</b>    | <b>ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM</b>                   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Different levels of Service are offered by the Carrier as shown below and in Rule 2-140. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified.
2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.
3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 2-140:</b>    | <b>ALTERNATE RATE/SERVICE LEVELS: CARRIER SPECIFIC</b>                             |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Different levels of service are offered by the Carrier as defined in Rule 2-130 and below. Unless otherwise specified in the individual rate item, rates are applicable for "Regular Service."

- a. Regular - Shipper accepts service as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Carrier may utilize any underlying ocean, motor, rail or air carrier, at its sole option. Regular service rates are shown in this tariff, unless otherwise specified.
- b. Carrier Specific - Shipper/Consignee requests Carrier- Specific service, and Carrier provides a freight rate for service applicable only when a specifically named ocean carrier is used. Rates applicable to Carrier-Specific service will be noted in the individual tariff rate items with the name of the underlying ocean carrier. Shipper/Consignee must request Carrier-Specific service at the time of shipment, or Shipper/Consignee must instruct carrier to provide Carrier-Specific service for all shipments of specific tariff line items.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-150:    | DOCUMENTATION FEES  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Except as otherwise provided all shipments will be subject to the following:

1. Documentation Fee: USD25 per B/L
2. SED Fee: USD35 per filing when carrier prepares and files shipper's Export Declarations (SED) with the U.S. government.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 2-160:    | AMS CHARGES   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Except as otherwise provided in tariff rate items, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:  
Cargo Declaration Data Charge  
US\$35 per bill of lading
2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier 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:  
Amendment Fee  
US\$ 40 per correction
3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners 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 all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

## **Tariff Rule Information**

|                |  |
|----------------|--|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World) |
| Amendment No.: |  |
| Rule 2-170:    | SUBMISSION OF CARGO DECLARATION DATA                                       |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

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

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Cargo, N.O.S.,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').

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

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

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

### **B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.**

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

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

### **C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.**



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

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C(1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

#### D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or 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 reasonable attorneys' fees and expenses) incurred in connection with such legal action.

#### E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold

cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

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

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 and 2-160 for charges to apply.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 3:        | Rate Applicability Rule   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 4:        | Heavy Lift  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 5:        | Extra Length  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 6:        | Minimum Bill of Lading Charges  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 7: Payment of Freight Charges

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

### A. CURRENCY

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

### B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided, freight and charges shall be prepaid in the United States in United States dollars.

### C. METHODS OF PAYMENT

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

### D. PREPAID FREIGHT

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

2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

### E. FREIGHT COLLECT

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

### F. CURRENCY CONVERTIBILITY:

#### 1. Conversion Provisions:

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

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.: 1 (C)  
Rule 8: Bill(s) of Lading

Effective: 08JULY2011 Thru: NONE Expires: NONE Publish: 08JULY2011

### 1. DEFINITIONS

“Carrier” means the Company stated on the front of the Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

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

“Goods” includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

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

“Carriage” means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

“Combined Transport” arises where the Carriage called for by this Bill of Lading is not Port to Port.

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

“Hague Rules” means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

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

“COGSA” means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

“COGWA” means the Carriage of Goods by Water Act 1993 of Canada.

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

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

“Person” includes an individual, a partnership, a body corporate or other entity.

“Stuffed” includes filled, consolidated, packed, loaded or secured.

## **2. CARRIER’S TARIFF**

The provisions of the Carrier’s applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

## **3. WARRANTY**

The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

## **4. NEGOTIABILITY AND TITLE TO THE GOODS**

(1) This Bill of Lading shall be non-negotiable unless made out “to order” in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

## **5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS.**

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

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier’s servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier’s liability under this Bill of Lading.

(4)The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in contract or in Tort.

## **6. CARRIER'S RESPONSIBILITY**

### **(1) CLAUSE PARAMOUNT**

(A) Subject to clause 13 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to US or Canadian law respectively) shall apply to the 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. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6(3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

(B) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorised by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried.

### **(2) PORT TO PORT SHIPMENT**

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

### **(3) COMBINED TRANSPORT**

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved:

(i) The Carrier shall be entitled to rely upon all exclusions of liability under the Rules or legislation that would have applied under 6(1)(A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to US or Canadian law respectively).

(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(iii) Subject to 6(4)(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US\$500 per package or shipping unit or US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

(iv) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(B) Where the stage of Carriage where the loss or damage occurred can be proved:

(i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:

(a) cannot be departed from by private contract to the detriment of the Merchant, and

(b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;

(ii) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligations under their contracts and tariffs;

(iii) where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6(3)(A) above.

### **(4) GENERAL PROVISIONS**

#### **(A) DELAY, CONSEQUENTIAL LOSS**

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the

foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

**(B) PACKAGE OR SHIPPING UNIT LIMITATION**

Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500 and according to COGWA is Can \$500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.

**(C) AD VALOREM: DECLARED VALUE OF PACKAGE OR SHIPPING UNIT**

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

**(D) DEFINITION OF PACKAGE OR SHIPPING UNIT**

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit.

The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

**(E) RUST, ETC.**

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

**(F) NOTICE OF LOSS OR DAMAGE**

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

**(G) TIME-BAR**

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

**7. MERCHANT'S RESPONSIBILITY**

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

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

(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply

with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

5)The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(6)The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

#### **8. CONTAINERS**

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

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

(3) If a Container has been stuffed by or on behalf of the Merchant.

(A)the Carrier shall not be liable for loss of or damage to the Goods

(i)caused by the manner in which the Container has been stuffed;

(ii)caused by the unsuitability of the Goods for carriage in Containers;

(iii)caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(B)the Merchant shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A)(iii)(a) above.

(4)Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

#### **9. TEMPERATURE CONTROLLED CARGO**

(1)The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(2)The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

#### **10. INSPECTION OF GOODS**

The Carrier or any person authorised by Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

#### **11. MATTERS AFFECTING PERFORMANCE**

(1)If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:

(A)without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease;

(B)without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage.

In any event the Carrier shall be entitled to full charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(2)The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

## **12. METHODS AND ROUTE OF TRANSPORTATION**

(1) The Carrier may at any time and without notice to the

Merchant: use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous, or otherwise, contraband, explosives, munitions, or warlike stores and sail armed or unarmed.

(2)The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

## **13. DECK CARGO (AND LIVESTOCK)**

(1)Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.

(2)Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unfairness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of such livestock.

## **14. DELIVERY OF GOODS**

If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

## **15. BOTH-TO-BLAME COLLISION**

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

## **16. GENERAL AVERAGE**

(1)The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2)Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3)The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

## **17. CHARGES**



(1) Charges shall be deemed fully earned on receipt of the Goods by the carrier and shall be paid and shall be paid and non-returnable in any event.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

#### **18. LIEN**

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

#### **19. VARIATION OF THE CONTRACT**

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

#### **20. PARTIAL INVALIDITY**

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 9:</b>        | <b>Freight Forwarder Compensation</b>  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 10:</b>       | <b>Surcharges and Arbitraries</b>  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not applicable.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 11:</b>       | <b>Minimum Quantity Rates</b>  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

When two or more freight rates 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 TLI specifying a required minimum quantity either weight or measurement per container or in containers 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 TLI if, the weight or measurement declared for rating purposes is increased to the minimum level.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 12:</b>       | <b>Ad Valorem Rates</b>  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

- 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 an 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%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 13:</b>       | <b>Transshipment</b>   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

|                       |   |
|-----------------------|---|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |   |
| <b>Rule 14:</b>       | <b>Co-Loading in Foreign Commerce</b>   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

- A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.
- B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.
- C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.
- D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.
- E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:

"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's)."

F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.

G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 15:       | Open Rates in Foreign Commerce  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 16:       | Hazardous Cargo   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific commodity rate is provided for in this tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

Class 1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure

3 - Inflammable Liquids

4 - Inflammable Solids

5 - Oxidizing Substances and organic peroxide

6 - Poison and infectious substance

7 - Radioactive substance

8 - Corrosives

9 - Miscellaneous dangerous substance

10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)

11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 17:       | Green Salted Hides in Foreign Commerce                                      |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 18:       | Returned Cargo in Foreign Commerce  |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 19:       | Shippers Requests in Foreign Commerce                                       |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

### **Tariff Rule Information**

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 20:       | Overcharge Claims   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

#### A. Bill of Lading Commodity Description

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

#### B. Overcharges

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

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

In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

### **Tariff Rule Information**

**022819-001:** CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
**Amendment No.:**  
**Rule 21:** Use of Carrier Equipment

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

### **Tariff Rule Information**

**022819-001:** CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
**Amendment No.:**  
**Rule 22:** Automobile Rates in Domestic Offshore Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

**022819-001:** CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
**Amendment No.:**  
**Rule 23:** Carrier Terminal Rules and Charges

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

**022819-001:** CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
**Amendment No.:**  
**Rule 24:** NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

#### A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.
2. Bond No.: **571600**

1. Issued By: **Washington International Insurance Company**  
**1200 Arlington Heights Road, Suite 400**  
**Itasca, IL 60143**

B. Agent for Service of Process

1. CSC- Corporation Service Company, 2730 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833, will be CAN-MED LINES (CANADA) INC. legal agent for service of process.
2. In any instance in which CAN-MED LINES (CANADA) INC. cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
3. Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 25:</b>       | <b>Certification of Shipper Status in Foreign Commerce</b>                         |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

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

### **Tariff Rule Information**

|                       |  |
|-----------------------|--|
| <b>022819-001:</b>    | <b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b> |
| <b>Amendment No.:</b> |  |
| <b>Rule 26:</b>       | <b>Time/Volume Rates in Foreign Commerce</b>                                       |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity - Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing. Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned. Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment
5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be re-rated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.

9. 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.
10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.

### Tariff Rule Information

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 27:       | Loyalty Contracts in Foreign Commerce                                       |

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Not Applicable.

### Tariff Rule Information

|                |   |
|----------------|---|
| 022819-001:    | CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World) |
| Amendment No.: |   |
| Rule 28:       | Definitions   |

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

**CARGO, N.O.S.** - means cargo (articles) not otherwise more specifically described in or provided for in this tariff.

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

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

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

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

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

**CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

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

**CONTROLLED TEMPERATURE** - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

**DRY CARGO** - means cargo other than that requiring temperature control.

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

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

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

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

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

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more rate items of this tariff.

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

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

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

**ONE COMMODITY** - means any or all of the articles described in any one-rate item in this tariff.

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

**PUBLISHING CARRIER** - means CAN-MED LINES (CANADA) INC., a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 022819.

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

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

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

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

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC.. - FMC Tariff No. 001 - Between (US and World)  
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

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### EXPLANATION OF ABBREVIATIONS

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|                 |                            |                |                             |
|-----------------|----------------------------|----------------|-----------------------------|
| A -----         | Increase                   | CWT -----      | Cubic Weight                |
| AC -----        | Atmosphere Controlled      | CY -----       | Container Yard              |
| Ad. Val. -----  | Ad Valorem                 | D -----        | Door                        |
| AI -----        | All Inclusive              | DDC -----      | Destination Delivery Charge |
| A.Q. -----      | Any Quantity               | E -----        | Expiration                  |
| B -----         | Barge                      | Etc. -----     | Et Cetera                   |
| B.F. -----      | Board Foot or Board Feet   | F.A.K. -----   | Freight All Kinds           |
| B/L -----       | Bill of Lading             | F.A.S. -----   | Free Alongside Ship         |
| BAF -----       | Bunker Adjustment Factor   | FB -----       | Flat Bed                    |
| BM -----        | Board Measurement          | FCL -----      | Full Container Load         |
| C -----         | Change in tariff Item      | FEU -----      | Forty Foot Equivalent Unit  |
| CAF -----       | Currency Adjustment Factor | F.I. -----     | Free In                     |
| CBM, CM or M3 - | Cubic Meter                | F.I.O. -----   | Free In and Out             |
| CC -----        | Cubic Centimeter           | F.I.O.S. ----- | Free In, Out and Stowed     |
| CFS -----       | Container Freight Station  | F.O. -----     | Free Out                    |
| CFT -----       | Cubic Foot or Cubic Feet   | F.O.B. -----   | Free On Board               |
| CLD -----       | Chilled                    | FMC-- -----    | Federal Maritime Commission |
| CM -----        | Centimeter                 | FR -----       | Flat Rack                   |
| Cntr(s) -----   | Container(s)               | FRZ -----      | Frozen                      |
| CU -----        | Cubic                      | Ft. -----      | Feet or Foot                |



|                  |                                       |                     |                                     |
|------------------|---------------------------------------|---------------------|-------------------------------------|
| GOH -----        | Garment on Hanger                     | Pkg. or Pkgs. ----- | Package or Packages                 |
| H -----          | House                                 | PRC -----           | People's Republic of China          |
| HAZ -----        | Hazardous                             | PRVI -----          | Puerto Rico and U.S. Virgin Islands |
| I -----          | New or Initial Tariff Matter          | R -----             | Reduction                           |
| I.D. -----       | Inside Diameter                       | RE -----            | Reefer / Refrigerated               |
| IM -----         | Insulated                             | R/T -----           | Revenue Ton                         |
| I&S -----        | Iron or Steel                         | RY -----            | Rail Yard                           |
| K/D -----        | Knocked Down                          | SL&C -----          | Shipper's Load and Count            |
| KDF -----        | Knocked Down Flat                     | Sq. Ft. -----       | Square Foot or Square Feet          |
| Kilos -----      | Kilograms                             | S/T -----           | Short Ton (2000 lbs.)               |
| K/T -----        | Kilo Ton                              | SU or S/U -----     | Set Up                              |
| Lb -----         | Pound or Pounds                       | T -----             | Terminal                            |
| LCL or LTL-----  | Less than Container Load              | TEU -----           | Twenty Foot Equivalent Unit         |
| LS -----         | Lumpsum                               | THC -----           | Terminal Handling Charge            |
| L/T -----        | Long Ton (2240 Lbs)                   | TLI -----           | Tariff Line Item                    |
| LT/40 -----      | Long Ton (2240 lbs.) or 40 Cubic Feet | TRC -----           | Terminal Receiving Charge           |
| M -----          | 1 Cubic Meter                         | TRI -----           | Tariff Rate Item, same as TLI       |
| Max. -----       | Maximum                               | USA -----           | United States of America            |
| MBF or MBM ----- | 1,000 Feet Board Measure              | USD -----           | United States Dollars               |
| Min -----        | Minimum                               | VEN -----           | Ventilated                          |
| MM -----         | Millimeter                            | Viz. -----          | Namely                              |
| N/A -----        | Not Applicable                        | Vol. -----          | Volume                              |
| NHZ -----        | Non-Hazardous                         | W -----             | Weight                              |
| N.O.S. -----     | Not otherwise specified               | W/M -----           | Weight/Measure                      |
| OT -----         | Open Top                              |                     |                                     |
| P -----          | Pier                                  |                     |                                     |

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 1  
 Amendment No.: 1  
 Rule 30: Access to Tariff Information

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