

Tariff Rule Report

Revised 04/10/15

Rogers and Brown Custom Brokers, INC DBA BOSS International (Carrier)
Organization No. 004541 FMC License No. 01194NF
Tariff #: 002

PROMINENT NOTICE: Carrier reserves the right to utilize Negotiated Rate Arrangement (NRA) in lieu of tariff rate filing in accordance with regulations of the FMC where permitted or applicable as per 46 CFR part 532.

The writings provided in the Carrier's rate quotes, rate sheets, rate matrices, and/or email exchanges between the Carrier and the Shipper cumulatively contain an offer(s) by Carrier pursuant to 46 CFR 532.6. Acceptance of the quotation shall become binding after receipt of the cargo by Carrier or its agent (or originating carrier in the case of through transportation). If the terms and conditions contained in the aforementioned document(s) do not reflect the Shipper's understanding, the Shipper must notify the Carrier immediately. Carrier Rules Tariff, provided free of charge at www.Rogers-Brown.com contains the terms and conditions which are further applicable to the shipment.

Rule: SCOPE

Rule 1-a: Rules and conditions named herein apply to the transportation of cargo between ports and points listed in Paragraph A and ports and points listed in Paragraph B.

A) Between ALL PORTS /POINTS OF CALL in the following;

1)GROUP: DOMESTIC COUNTRIES includes;

America Samoa
Guam
Johnston Atoll
Midway Islands
Northern Mariana Islands
Puerto Rico
United States
US Virgin Islands
Wake Island

2) GROUP: US BASE PORTS includes; (See Note)

a) GROUP: USEC ATLANTIC BASE PORTS includes;

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

b) GROUP: GULF BASE PORTS includes;

Corpus Christi, TX
Galveston, TX
Houston, TX
New Orleans, LA
Mobile, AL
Tampa, FL

c) GROUP: PACIFIC BASE PORTS includes;

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

d) GROUP: GREAT LAKES BASE PORTS includes;

Chicago, IL

B) AND ALL PORTS/POINTS OF CALL in the following Countries To/From Which Rates Apply:

1)GROUP: NORTH EAST ASIA includes;

Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan, and Russia.

BASE PORTS:

Hong Kong, HONG KONG
Chiba, Hachinohe, Hakata, Hiroshima, Hitachi, Imabari, Iwaki, Kagoshima, Kobe, Mizushima, Moji, Nagoya, Naha, Niigata, Okinawa, Osaka, Sakai, Sakaiminato, Senboku, Sendai, Shibushi, Shikou, Shimizu, Tokyo, Tomakomai, Toyama, Yokkaichi, Yokohama, JAPAN
Busan, Incheon, Chongjin, Nampo, Pyongyang, REPUBLIC OF KOREA
Macau, MACAU
Behhai, Chengdu, Dong Guan, Duo, Dalian, Fancheng, Foshan, Fuzhou, Guangzhou, Haikou, Hangzhou, Huangpu, Hsingkang, Jiangmen, Lianyungang, Luda, Macou, Nanjing, Nantung, Ningbo, Qingdao, Quanzhou, Quinghuang, Shanghai Shantou, Shekou, Shenzhen, Shaoxing, Suzhou, Shiqi, Tianjin, Wuxi, Wuzhou, Wenzhou, Wu Han, Xiamen, Xingang, Yangzhou, Yantai, Zhanjiang, Zhangjiagang, Zhaouqing, Zhengshen, Zhuhai, PEOPLE'S REPUBLIC OF CHINA
Kaohsiung, Keelung, Taichung, Taipei, TAIWAN,

2)GROUP: SOUTHEAST ASIA includes;

Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam.

BASE PORTS:

Balikpapan, Banjarmasin, Batu Ampar, Belawan, Bengkulu, Cirebon, Dili, Duman, Jakarta, Jambi, Kabil, Kupang, Medan, Muka Kuning, Padang, Palembang, Panjang, Pekan Baru, Perawang, Plaju, Pontianak, Samarinda, Sampit, Sekupang, Semarang, Surabaya, Tanjung Uncang, Ujung Pandang, INDONESIA
Calbayog, Cebu, Davao, General Santos, Lacena, Lloilo, Manila, Zamboanga, PHILIPPINES
Bintulu, Joharbahru, Kota Kinabalu, Kuantan, Kuching, Labuan, Miri, Pasir Gudang, Penang, Port Kelang, Sandakan, Sibul, Tanjong Mani, Tawau, MALAYSIA
Singapore, SINGAPORE
Bangkok, Laem Chabang, Songkhla, THAILAND
Cantho, Caobang, Dalat, Danang, Donghoi, Haiduong, Haiphong, Hanoi, Ho Chi Minh City, Honggai, Hue, Laichau, Mongcai, My Tho, Namdinh, Nha Trang, Pleycu, Quangngai, Quangtri, Quinhon, Sonla, Thai Binh, Thanhhoa, Tuyhoa, Vinh Phu, Vinh, Vungtau, Yenbai, VIETNAM

3)GROUP: SOUTH ASIA includes;

Afghanistan, Bangladesh, Bhutan, Burma, India, Maldives, Pakistan, Nepal, Sri Lanka.

BASE PORTS:

Chittagong, Mongla, BANGLADESH
Bangalore, Calcutta, Chennai, Cochin, Ennore, Haldia, Jawaharlal Nehru Port (Nhava Sheva), Kandla, Kolkata, Ludhiana, Mormugao, Mumbai, Mundra, New Delhi, New Mangalore, Paradip, Pipavan, Port Blair, Tuticorin, Visakhapatnam, INDIA
Karachi, PAKISTAN
Colombo, SRI LANKA

4)GROUP: AUSTRALIA, NEW ZEALAND, AND OCEANIA includes;

Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa.

BASE PORTS:

Adelaide, Bellbay, Brisbane, Broom, Burnie, Dampier, Darwin, Freemantle/Perth, Geraldton, Gladstone, Hobart, Melbourne, Port Hedland, Sydney, Townsville, AUSTRALIA
Auckland, Bluff, Cambridge, Christchurch, Dunedin, Invercargill, Lyttleton, Napier, Nelson, New Plymouth, Port Chalmers, Port Pegasus, Tauranga, Timaru, Wellington, NEW ZEALAND

5)GROUP: MIDDLE EAST includes;

Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen.

BASE PORTS:

Bahrain, Mina Sulman, BAHRAIN
Aqaba, JORDAN
Kuwait, Shuaibe, Shuwaikh, KUWAIT
Al Jubail, Dammam, Jeddah, Riyadh, SAUDI ARABIA
Abu Dhabi, Dhor al Fakkan, Dubai, Fujairah, Jebel Ali, Khorfakkan, Port Rashid, Sharjah, UNITED ARAB EMIRATES

6)GROUP: AFRICA includes;

Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, South Africa, Uganda, Western Sahara, Zambia, Zimbabwe.

BASE PORTS:

Cape Town, Durban, East London, Johannesburg, Port Elizabeth, Pretoria, Richards Bay, SOUTH AFRICA

7)GROUP: MEDITERRANEAN includes;

Andorra, Algeria, Croatia, Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia.

BASE PORTS:

Rijeka, CROATIA

Adabiya, Alexandria, Damietta, Port Said, Port Suez, EGYPT

Fos Sur Mer, Lyon, Marseilles, FRANCE

Pireaus, Kavalla, Patrai, Pirariev, Salonika, Thessaloniki, Volos, GREECE

Ashdod, Haifa, ISRAEL

Ancona, Aprilia, Bari, Bologna, Cassibile, Catania, Florence, Genova, La Spezia, Latina, Leghorn, Livorno, Messina, Milan, Modena, Monfalcone, Naples, Palermo, Pisa, Ravenna, Reggio, Rome, Salerno, Taranto, Trieste, Turin, Venice, Verona, ITALY

Leicoes, Lisbon, PORTUGAL

Albacete, Algeciras, Alicante, Barcelona, Bilbao, Ceuta, Granada, Madrid, Malaga, Palma de Mallorca, Pasajes, Tarragona, Toledo, Valencia, Vigo, Zaragoza, SPAIN

Antalya, Derince, Iskenderun, Istanbul, Izmir, Kumpport, Mersin, Trabzon, TURKEY

Koper, YUGOSLAVIA

8) GROUP: NORTHERN EUROPE COUNTRIES includes;

Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Finland, France, Freeland, Germany, Hungary, Iceland, Ireland, Italy, Liechtenstein. Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan).

BASE PORTS:

Vienna, AUSTRIA

Antwerp, Brussels, BELGIUM

Burgas, Sofia, Varna, BULGARIA

Prague, CZECHOSLOVAKIA

Aarhus, Aalborg, Copenhagen, Esbjerg, Sonderburg, DENMARK

Helsinki, Kotka, Turku, FINLAND

Le Havre, Nantes, Paris, FRANCE

Bremen, Bremerhaven, Cologne, Hamburg, Ludwigsburg, Munich, Rostock,
Stuttgart, GERMANY
Budapest, HUNGARY
Belfast, Cork, Dublin, Wexford, IRELAND
Amsterdam, Flushing, Rotterdam, NETHERLANDS
Bergen, Oslo, Stavanger, NORWAY
Bydgoszcz, Bytom, Gdansk, Gdynia, Katowice, Krakow, Lodz, Poznan, Warsaw,
POLAND
Constanta, ROMANIA
Aberdeen, Glasgow, Grandemouth, SCOTLAND
Gothenburg, Helsingborg, Malmo, Stockholm, SWEDEN
Basel, Geneva, Zurich, SWITZERLAND
Birmingham, Cardiff, Felixstowe, Greenock, Hull, Immingham, Leeds, Liverpool,
London, London Gateway, Manchester, Newport, Nottingham, Plymouth, Port
Talbot, Sheerness, Southampton, Southsield, Sunderland, Thamesport, Tilbury,
UNITED KINGDOM

9) GROUP: CENTRAL AMERICA includes;

Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua, Panama.

BASE PORTS:

Belize, BELIZE
Puerto Limon, COSTA RICA
Acajutla, San Salvador, EL SALVADOR
Puerto Quetzal, Santo Tomas De Castilla, GUATEMALA
Puerto Cortes, San Lorenzo, San Pedro Sula, HONDURAS
Managua, NICARAGUA
Balboa, Colon, Cristobal, Gatun, Panama City, PANAMA

10) GROUP: CARIBBEAN ISLANDS includes;

BASE PORTS:

Freeport, Nassau, BAHAMAS
Caucedo, Rio Haina, Santo Domingo, DOMINICAN REPUBLIC
Kingston, JAMAICA

11) GROUP: SOUTH AMERICA includes;

Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana,
Paraguay, Peru, Suriname, Uruguay, Venezuela.

BASE PORTS:

Bahia, Blanca, Buenos Aires, Cordoba, Mendoza, Rosario, San Pedro, Ushuaia,
ARGENTINA
Altamira, Behia, Belem, Degio Suarez, Fortaleza, Itajai, Itaquí, Macapa,
Manaus, Paranagua, Portoalegre, Recife, Rio Grande, Rio Grande do Sul, Rio de
Janeiro, Salvador, Santos, Sao Francisco do Sul, Suape, Victoria, BRAZIL
Antofagasta, Arica, Chanaral, Iquique, Lirquen, Punta Arenas, San Antonio,
Santiago, Talcahuano, Valparaiso, CHILE
Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA
Esmeraldas, Guayaquil, Manta, ECUADOR
Asuncion, Paraguay

Callao, Lima PERU
Montevideo, Nueva Palmira, URUGUAY
Caracus, La Guaira, Maracaibo, Puerto Cabello, Puerto Sucre, VENEZUELA

12) GROUP: NORTH AMERICA includes;

Canada, Mexico.

Halifax, Montreal, Toronto, Prince Rupert, Vancouver, CANADA
Acapulco, Altamira, Ensenada, Guadalajara, Lazaro Cardenas, Manzanillo,
Mexico City, Salina Cruz, Tampico, Vera Cruz, MEXICO

Rule: SCOPE - THROUGH RATES/INTERMODAL TRANSPORTATION

Rule #: 1-b

Filed on: 02/09/2005 **Effective:** 02/09/2005 **Thru:** **Expire:**

- A) Points of Origin and/or Destination and interchange ports will be specified in individual TLIs or NRAs.
- B) Unless specifically provided in individual rate items, TLIs will apply to/from points and will apply via motor/rail/water or any combination thereof via the routes specified in TLIs.
- C) Carrier's liability for through transportation is set forth in carrier's Combined Transport Bill of Lading. For terms and conditions of carrier's liability see Rule 8, Clauses 4, 29, 30 and 31.
- D) Rates in this tariff applying from points are through rates.

Rule: APPLICATION OF RATES AND CHARGES

Rule #: 2

Filed on: 01/31/2007 **Effective:** 01/31/2007 **Thru:** **Expire:**

- A. Rates as published herein are stated in terms of United States Currency.
- B. 1. Rates as published herein apply between port/point of loading and port/point of discharge, and unless otherwise specifically provided within individual commodity descriptions do not include terminal, handling, wharfage, marine insurance or any other accessorial charges which are established by Custom of the Port, by Port Tariffs, or by U.S. Customs. Any accessorial charges which are assessed against the cargo will be for the account of the cargo.
- 2. Rates applying FROM/TO GROUPS named in Rule 1 shall apply from all places named in the GROUPS. GROUP NAMES preceded by an "O-" will apply as an ORIGIN GROUP. GROUP NAMES preceded by a "D-" will apply as DESTINATION GROUP.

EXAMPLE: O-ATLANTIC BASE PORTS will apply "from" those ports named in Rule 1(A) (1) (a) whereas D-ATLANTIC BASE PORTS will apply "to" those ports named in Rule 1(A) (1) (a).

C. Packages containing articles of more than one description shall be charged on the basis on the rate provided for the highest rated articles contained therein.

D. Rates as provided apply only on pieces or packages not exceeding 22,400 pounds or 1200 cubic feet or which, because of its width, length or height cannot be wholly loaded within a container.

E. Rates applying to/from WORLD POINTS and/or U.S. POINTS as stated in Rule 1 will apply via motor/rail/water services or any combination thereof, via routes stated in individual rate items. If no origin/destination is named, rates shall apply from all origins to all destinations via all routes.

F. Rates applying from/to U.S. PORTS shall apply via All-Water Service (AW) unless routing is specifically designated in individual TLIs indicating mode of inland transportation.

G. DESCRIPTION OF SERVICE

Except as otherwise provided, all rates and charges in this tariff are applicable to the transportation of general commodities in containers and apply via the services noted below.

DOOR (D)

AT ORIGIN - applies when the cargo is loaded on shipper's premises at shipper's expenses. Rate includes inland transportation from shipper's premises to carrier's designated facility.

AT DESTINATION - applies when the cargo is loaded on consignee's premises at consignee's expenses. Rate includes inland transportation from carrier's facility to the consignee's premises.

HOUSE (H), OCEAN PORT (O) or CONTAINER YARD (Y)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's designated facility. Rate does NOT include pickup, loading or return of loaded container to carrier's designated facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's designated facility. Rate does NOT include, delivery, unloading or return of empty container to carrier's designated facility.

MOTOR (M) or RAIL (R)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's container depot. Rate does NOT include pick-up, loading or return of loaded container to carrier's designated MOTOR (M) or RAIL (R) terminal. Rate includes all inland transportation from MOTOR (M) or RAIL (R) terminal to carrier's facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's MOTOR (M) or RAIL (R) terminal. Rate does NOT include delivery, unloading or return of empty container to carrier's designated

container depot. Rate includes all inland transportation from carrier's facility to MOTOR (M) or RAIL (R) terminal.

PIER (P) or CONTAINER FREIGHT STATION (S)

AT ORIGIN - applies when the shipper delivers cargo to carrier's designated facility at shipper's expense. For full container loads, rate includes loading the container by the carrier.

AT DESTINATION - applies when the consignee picks up cargo at carrier's designated facility at consignee's expense. For full container loads, rate includes unloading the container by the carrier.

H. PROHIBITED OR RESTRICTED ARTICLES

Except as otherwise provided, the following articles will not be handled unless prior arrangements have been made with carrier:

- 1) Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.
- 2) Cargo which, because of its inherent vice, is likely to impregnate or otherwise damage carrier's containers or other cargo.
- 3) Cargo which requires protection from heat or cold.
- 4) Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry, except where otherwise specifically provided; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques, or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
- 5) Animals, Birds and Fish, alive.

I. MARKING OF FREIGHT

Each single carton, package or other separate article MUST be plainly and durably marked with the name and address of the shipper and the name and address of the consignee.

J. INSURANCE

Rates named herein do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the carrier.

K. LIMITATION OF SERVICE

1. The carrier is not obligated under this tariff to transport property for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the judgment of the carrier.
- 2) Nothing in this tariff shall be construed as to create any obligation for the carrier to institute or maintain any service from or to any places named herein, and all rates, rules and regulations will apply when services so mentioned are operating.

L. PARTS

Wherever rates are provided on articles named herein, the same rates will apply on parts of such articles, except where specific rates are provided for such parts.

M. DISPOSITION OF FRACTIONS

1. FRACTIONAL CUBIC FEET - Each item on the Bill of Lading shall be considered separately. On a single package of less than one cubic foot it shall be freighted at one cubic foot. On a single package in excess of one cubic foot, if the fraction is less than one half cubic foot, it shall be dropped. If the fraction is one-half cubic foot or over, it shall be taken to the next cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurement of all the packages. Where the total results in a fraction, such fraction shall be dropped if less than one-half cubic foot. If the fraction is one-half cubic foot or over, it shall be taken to the next full cubic foot. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

2. FRACTIONAL INCHES - All fractions under one-half inch shall be dropped. All fractions over one-half inch shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in one dimension, it shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in two dimensions, the one on the smaller dimensions shall be taken to the full inch and the other dropped. However, if both dimensions are equal, increase one fraction to the next inch and drop the other. Where fractions of exactly one-half inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next inch and the other dropped. However, if all three dimensions are equal, increase two of the fractions to the next full inch and drop the other. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be "outside" measurement of that dimensions.

3. FRACTIONAL DIMENSIONS - Cubic Measurement for the individual pieces or packages will be computed in accordance with the following rules regarding fraction of centimeters:

- a. All fractions under one-half (1/2) centimeter are to be dropped.
- b. All fractions over one-half (1/2) centimeter are to be extended to the next full centimeter.
- c. Where fractions of exactly one-half (1/2) centimeter occur on one dimension, it shall be extended to the next full centimeter.
- d. When extending freight charges on Bills of Lading, the total measurement at each rate shall be rounded off to the nearest 1/1000 (one/one thousandth) cubic meter.
- e. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

N. PACKAGING REQUIREMENTS

All cargo shall be properly packed in such manner as to protect it against damage from stowage in holds or handling in quantities along with other cargo in any customary manner required for usual sea dispatch.

O. FORCE MAJEURE

Force Majeure Clause: "Without prejudice to any rights or privileges of the carrier 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 carriers' operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984. Further, any additional charges promulgated by ocean carriers or other 3rd parties as a result of such named or similar cause, will be passed along for the account of the cargo at cost as such unforeseen charges may arise"

P. METRIC CONVERSION

In areas where the metric system prevails the following conversion factors will apply:

2.2046 lbs. = 1 kilos
2204.6 lbs. = 1000 kilos
35.31 cu. ft. = 1 cubic meter
.3937 inch = 1 centimeter

Q. SHIPPER LOAD AND COUNT

Where containers are loaded by shipper or his agent and sealed, carrier will accept such shipments subject to "Shipper's Load and Count" and Bill of Lading shall be so claused and carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles. The shipper shall furnish carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container. Carrier reserves the right to open and inspect the contents of a container and so indicates on the Bill of Lading, resealing the container. When containers loaded with goods moving subject to shipper's load and count are delivered to consignee or his agent, consignee or his agent must furnish carrier with a claim-free receipt prior to release of container or contents for delivery.

R. RATES NOT SHOWN

Where specific commodity rates are not provided, apply "Cargo, N.O.S."

Rule: DESTINATION ARBITRARY CHARGES

Rule #: 2-A

Filed on: 03/08/2007 Effective: 03/08/2007 Thru: Expire:

Arbitrary charges will be specified in individual TLI or NRA.

Rule: DESTINATION INLAND CHARGES

Rule #: 2-B

Filed on: 03/27/2007 Effective: 03/27/2007 Thru: Expire:

Destination inland charges will be specified in individual TLI or NRA.

Rule: ALAMEDA CORRIDER CHARGE (ALA)

Rule #: 2-E

Filed on: 11/30/2007 Effective: 12/30/2007 Thru: Expire:

ALAMEDA CORRIDOR CHARGE (ALA): Will be subject when applicable.

Rule: INSPECTION OF CARGO IN CONTAINERS

Rule #: 2-001

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

A. 1. The carrier reserves the right to open, inspect, and to have a Sworn Measurer verify the contents of a container with respect to description, weight and/or measurement, so indicated on the Bill of Lading, and reseal it with carrier's seal.

2. A shipper of any shipment whose cargo upon inspection is found by the Sworn Measurer not to have been correctly described, weighed and/or measured shall be rebilled for any freight due, based upon the Sworn Measurer's Certificate. If the shipper fails to pay the additional freight due within thirty (30) days after receipt of the notice of such rebilling issued by the carrier, he will be required at his expense to submit to the carrier a Sworn Measurer's Certificate covering each and every shipment which he makes from that date on, until he has paid the additional freight due.

3. If the additional freight due exceeds five (5) percent of the correct freight based upon the Sworn Measurer's Certificate, the shipper, in addition to the requirements of Paragraph 2 of this Rule, will be required at his expense to submit to the carrier a Sworn Measurer's Certificate covering each and every shipment which he makes during the six (6) month period following receipt of the notice of such discrepancy issued by the carrier.

4. If subsequent to a shipment on which the shipper received the notice of discrepancy specified in Paragraph 3 of this Rule that shipper makes a further shipment or shipments which upon inspection are found by the Sworn Measurer to involve discrepancies exceeding five (5) percent of the correct freight, such shipper shall be subject to the requirements of Paragraph 3 of this Rule on the basis of an additional six (6) month period for each such shipment, such additional six (6) month period to run consecutively.

5. For the purpose of this Rule the term "Sworn Measurer" shall extend only to those sworn measurers which have been duly appointed as such by this carrier.

6. The carrier shall not release the originals or copies of any Bill of Lading to any shipper or his agents until the Sworn Measurer's Certificates required under Paragraphs 2, 3 and 4 of this Rule have been received by the carrier from the shipper or his agents.

B. When cargo in containers is required to undergo inspection by U.S. Customs, Agriculture Food and Drug, or other such duly authorized government agencies, such inspections shall be at the risk and expense of the cargo, and all expenses paid by or billed through the carrier for these inspections shall be charged to the cargo, including the transporting of the container

from CY to CFS if required, stripping and reloading the cargo from and to the container, and returning the container from CFS to CY if required.

Rule: FUMIGATION CHARGE

Rule #: 2-002

Filed on: 07/28/2006 Effective: 07/28/2006 Thru: Expire:

Carrier reserves the right to charge for fumigation as performed based on shipper's request.

Rule: PIERPASS TRAFFIC MITIGATION FEE (TMF)

Rule #: 2-003

Filed on: 10/12/2007 Effective: 10/12/2007 Thru: Expire:

Unless otherwise stated, all rates in this tariff cargo moving through the ports of Los Angeles or Long Beach (LA/LB) will be subject to the PierPass Traffic Mitigation Fee (TMF) assessed by the marine terminal operators to reduce congestion and improve air quality in and around the ports of Los Angeles and Long Beach.

Exceptions:

1. FCL: Shippers and consignees may register with PierPass and TMF directly for FCL. The above charges apply on FCL only when carrier pays the TMF on behalf of the cargo.
2. TMF does not apply on cargo moving via rail through the Alameda Corridor to/from the ports of LA/LB.

Rule: RATE APPLICABILITY RULE

Rule #: 3

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

All tariff rates, rules and charges applicable to a given shipment will 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.

Rule: HEAVY LIFT

Rule #: 4

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

If applicable charges will be specified in individual TLI or NRA.

Rule: EXTRA LENGTH

Rule #: 5

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

If applicable charges will be specified in individual TLI or NRA.

Rule: MINIMUM BILL OF LADING CHARGES

Rule #: 6

Filed on: 02/15/2008 Effective: 02/15/2008 Thru: Expire:

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be \$10.00.

Rule: PAYMENT OF FREIGHT CHARGES

Rule #: 7

Filed on: 02/09/2005

Effective: 02/09/2005

Thru:

Expire:

A) Freight charges must be prepaid, unless prior arrangements have been concluded accordance with the following provisions:

1) Prepaid Freight and Prepayment of Freight: When freight or charges are prepaid, Bill of Lading must not be issued except upon payment of such freight of charges in U.S. Dollars or in foreign currency based on the highest (numerical) Telegraphic Transfer Selling Rate of Exchange (TTS) for U.S. Dollars pursuant to Rule 3.

2) Collect Freight: Collect freight and charges must be paid to the ocean carrier prior to release of cargo at terminal ports of discharge.

3) Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier.

4) Freight charges and all other charges must be prepaid on shipments of:

- a) Household Goods
- b) Personal Effects
- c) Privately Owned Motor Vehicles
- d) Refused/Returned Shipments

5) In the event Consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

B) Ocean freight and other Tariff charges are due and completely earned upon receipt of cargo by the Carrier, ship and/or cargo lost or not lost.

C) Currency Clause: Rates and Charges are quoted in United States of America 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 of this relationship, the Carrier reserves the right upon publication if in conformity with the provisions of the United States Shipping Act of 1984, as amended, to adjust the rates and charges as required to remove the adverse effects.

D) Freight and charges on collect shipments shall be paid for prior to the delivery of the cargo.

E) Prepayment of freight monies and charges at destination, must be made in full for the complete original Bill of Lading quantity prior to the release of any original ocean Bill of Lading by the Carrier to the Shipper or his duly authorized licensed Freight Forwarder or his Agent.

Rule: BILL(S) OF LADING

Rule #: 8

Filed on: 08/19/2005

Effective: 08/19/2005

Thru:

Expire:

COMBINED TRANSPORT BILL OF LADING RECEIVED in apparent good order and condition from the shipper, or shipper's agent, the number of containers or other packages or units said by shipper to contain the goods described in the Particulars Furnished by Shipper, to be transported from the port of loading to the port of discharge, or so near thereto as the carrying vessel, or other craft used can get, lie and leave always in safety and afloat under all conditions to tide, water and weather, and there to be delivered to consignee or on-carrier on payment of all charges due thereon. Carrier makes no representation as to the correctness of the particulars furnished by the shipper. In accepting this bill of lading, the shipper, consignee, holder hereof and the owners of the goods agree, the same as if signed by each of them, that the receipt, custody, carriage, relay, delivery and any transshipping of the goods are subject to the terms appearing on the face and back hereof, which shall govern the relations, whatsoever they may be, between shipper, consignee, the owners of the goods and any holder hereof and Carrier, its agents, contractors, employees, master and vessel in every contingency occurring and whether Carrier be acting as such or Bailee. Carrier shall have the right to stow containers, vans or trailers on deck and without notice as per Clause 12. The terms hereof shall not be deemed waived by Carrier except by written waiver, signed by Carrier or its duly authorized agent. Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only. These provisions constitute a contract between Merchant and Carrier.

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

(2) **DEFINITIONS:**

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

2.2 "Carrier" means Rogers & Brown Custom Brokers, Inc., doing business as Boss International, on whose behalf this Bill of Lading has been signed.

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

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container

stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

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

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

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

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

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

(5) HINDRANCES AFFECTING PERFORMANCE:

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

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) Treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is

agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

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

(6) BASIC LIABILITY:

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

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

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: (a) cannot be departed from by private contract to the detriment of Merchant, and (b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, (c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7.1 of this Bill of Lading.

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

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

6.6 Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge, (b) compliance with the instructions of any person authorized to give them, (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant, (d) inherent vice of the goods, (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed, (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads, (g) fire, unless caused by actual fault or privity of Carrier, (h) any cause or

event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

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

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

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

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

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

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

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

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

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

(10) CONTAINER PACKED BY MERCHANT: If Carrier receives the goods already packed into containers:

1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;
2. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;
3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and
4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and
5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

(11) DANGEROUS GOODS:

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

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

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

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

(13) HEAVY LIFT:

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

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

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

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

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

(16) FREIGHT AND CHARGES:

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

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

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

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

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

(17) LIEN: Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier

may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

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

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

(20) GENERAL AVERAGE:

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

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

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

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

reserves the right to utilize Negotiated Rate Arrangement (NRA) in lieu of tariff rate filing in accordance with regulations of the FMC where permitted or applicable.

(23) PERISHABLE CARGO:

23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

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

23.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

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

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

(25) VARIATION OF THE CONTRACT: No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

Rule: FREIGHT FORWARDER COMPENSATION

Rule #: 9

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

NOT APPLICABLE

Rule: SURCHARGES AND ARBITRARIES

Rule #: 10

Filed on: 07/28/2006 Effective: 07/28/2006 Thru: Expire:

Rule: Courier Fee

Rule #: 10-A

Filed on: 07/28/2006 Effective: 07/28/2006 Thru: Expire:

Courier fee may be assessed when required.

Rule: Booking/Documentation Fee

Rule #: 10-B

Filed on: 07/28/2006 Effective: 07/28/2006 Thru: Expire:

Booking/Documentation will apply per shipment unless otherwise specified.

Rule: Security/Compliance Fee

Rule #: 10-C

Filed on: 07/28/2006 Effective: 07/28/2006 Thru: Expire:

Security/compliance fee will apply per shipment unless otherwise specified.

Rule: MINIMUM QUANTITY RATES

Rule #: 11

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

When two or more TLIs 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), will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TLI if the weight or measurement declared for rating purposes is increased to the minimum level.

Rule: AD VALOREM RATES

Rule #: 12

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

A. The liability of the carrier as to the value of shipment 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 on 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 six per cent (6%) of the value declared in excess of the said Bill of Lading Limit of Value and is in addition to the base rate.

Rule: TRANSSHIPMENT

Rule #: 13

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

Cargo may be subject to transshipment at carrier's discretions with or without notice.

Rule: CO-LOADING IN FOREIGN COMMERCE

Rule #: 14

Filed on: 02/09/2005

Effective: 02/09/2005

Thru:

Expire:

DEFINITION: Co-loading shall mean the combining of cargo, in the import and export foreign commerce of the U.S., by two or more NVOCC's for tendering to an ocean carrier under the name of one or more of the NVOCC's.

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier-to-Carrier relationship. Carrier tendering cargo for co-loading shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded. AND/OR Carrier participates in co-loading on a Shipper/Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-load cargo. Carrier shall co-load cargo at its discretion and shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-load.

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

PAYMENT OF FREIGHT CHARGES: Where carrier engages in co-loading, carrier will be responsible to pay any other common carrier's rate and charges in order to transport the shipper's cargo to its destination and there will be no additional charge assessed to the shipper. Where carrier is the tendering NVOCC, carrier shall be responsible to the receiving NVOCC for payment of any charges for the transportation of the cargo.

Rule: OPEN RATES IN FOREIGN COMMERCE

Rule #: 15

Filed on: 02/09/2005

Effective: 02/09/2005

Thru:

Expire:

NOT APPLICABLE

Rule: HAZARDOUS CARGO

Rule #: 16

Filed on: 03/06/2007

Effective: 02/09/2005

Thru:

Expire:

A. A substance or material which has been determined to be capable of posing an unreasonable risk to health, safety and/or property when transported in commerce and which has been so designated by U.S. Dept. of Transportation (DOT) or Inter-governmental Maritime Consultative Organization (IMCO).

B. The transportation of hazardous materials/dangerous goods will be governed by BOTH the United States Code of Federal Regulations, Titles 46 and 49 and the International Maritime Dangerous Goods (IMDG) as implemented and published by the Inter-governmental Maritime Consultative Organization. The provisions of this rule will not prevent compliance with local ordinances or fire regulations.

C. Hazardous Materials/Dangerous Goods as defined in this rule will be subject to carrier's option or acceptance and to special booking arrangements with carrier.

D. In the event governmental and/or port authorities require special handling and/or storage of hazardous materials/dangerous goods, the carrier may take any steps required by such authority and all additional expenses shall be for the account of the cargo.

E. In the absence of specific provisions in this tariff all commodities designated, either specifically by name or qualified by reason of characteristics/properties, as hazardous materials/dangerous goods, as prescribed in the United States Code of Federal Regulations and/or the International Maritime Dangerous Goods Code (IMDG), as implemented, shall be considered as hazardous materials/dangerous goods and rated accordingly and provided for in NRA or tariff.

F. Shippers, and/or their agents, of hazardous materials/dangerous goods MUST inform the carrier of the true character of such cargo as provided herein.

G. A hazardous surcharge may apply to hazardous/dangerous goods when applicable.

Rule: GREEN SALTED HIDES IN FOREIGN COMMERCE

Rule #: 17

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

A. The shipping weight for purposes of assessing transportation charges on green salted hides shall be the scale weight.

B. The shipper must furnish the common carrier a weighing certificate or dock receipt showing receipt weight from an inland common carrier for each shipment of green salted hides at or before the time the shipment is tendered for ocean shipment.

C. For purchase lots which are split by the shipper after purchase into two or more shipments, a weighing certificate covering the entire purchase lot may be provided, and the shipping weight shall be determined from a computation of the average weight of the hides in said purchase lot.

Rule: RETURNED CARGO IN FOREIGN COMMERCE

Rule #: 18

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

NOT APPLICABLE

Rule: SHIPPERS REQUESTS IN FOREIGN COMMERCE

Rule #: 19

Filed on: 08/19/2005 Effective: 08/19/2005 Thru: Expire:

A. Shippers may transmit requests, consultations and complaints to Rogers & Brown Custom Brokers, Inc., doing business as BOSS International
2 CUMBERLAND STREET
CHARLESTON, SC 29401-2602

B. As used in this rule, the phrase "request and Complaint" means any communication requesting a change in tariff or NRA rates, rules or regulations; objecting to rate increases or other tariff changes; and protects against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information sailing schedules, space availability and the like are not included in the foregoing.

C. Shippers' request for rate action must include at least the following information:

- Shipper's Name/Address/Telephone Number
- Commodity Description
- Port/Point of Loading
- Port/Point of Discharge
- Cargo Quantity
- Anticipated Shipment Date

Rule: OVERCHARGE CLAIMS

Rule #: 20

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper or shippers is found to be in error or if the weights or measurements are found to be incorrect. Claims for refunds of excess freight charges will be allowed only when proof of error has been determined as indicated below and only when the original paid freight bill is submitted within 3 years of the date the cause of action accrues. (See NOTE 1)

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, DC 20573, pursuant to Section 11(g) of the Shipping Act, 1984, within 3 years of the date the cause of action accrues.

Claims for freight rate adjustment filed in writing shall be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff or NRA provisions actually applied and claimant's rights under the Shipping Act, 1984.

Measurements:

1. Obvious error in calculation by the carrier.
2. By re-measurement by carrier at port of loading or discharge.
3. By joint measurement by carrier's agent and consignee of shipment at the port of discharge.
4. By re-measurement by a marine surveyor when requested by carrier's agent.

Weight:

By production of invoice or packing list certified by the supplier; or by production of public weighers certificate. Re-measurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault.

NOTE 1: When for any reason claimant cannot provide the original paid freight bill (not Photostats), a bond of indemnity must be submitted in lieu thereof.

Rule: USE OF CARRIER EQUIPMENT

Rule #: 21

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo. Alternatively the trucker may supply a chassis either owned by them, or under long-term or short-term lease, and such charges will also be for the account of the cargo.

Rule: AUTOMOBILE RATES (IN DOMESTIC OFFSHORE COMMERCE)

Rule #: 22

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

NOT APPLICABLE

Rule: CARRIER TERMINAL RULES AND CHARGES

Rule #: 23

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

Except as otherwise provided, provisions and charges for Carrier's Terminal Charges are as follows:

TERMINAL HANDLING CHARGE (THC) - Will be subject when applicable.

Rule: NVOCCS IN FOREIGN COMMERCE: BONDS AND AGENTS

Rule #: 24

Filed on: 10/14/2008 Effective: 10/14/2008 Thru: Expire:

A. BONDING OF NVOCC's

1. Carrier has filed with the Federal Maritime Commission a bond as required by regulations under 46 CFR 515 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.

2. Bond No. 570498

3. Bond issued by:

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

B. AGENT FOR SERVICE OF PROCESS

1. Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent 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.

2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3. Agent for Service of Process Address: Not Applicable, Carrier is a U.S. Company

Rule: CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

Rule #: 25

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

If the shipper or a member of a shipper's association tendering the cargo is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC

has a tariff and a bond as required by Sections 8 and 23 of the Shipping Act 1984 before the Carrier accepts or transports cargo for the account of the NVOCC. A copy of the tariff rule published by the NVOCC and in effect under 46 CFR 520 will be accepted by the Carrier as documenting the NVOCC's compliance with the tariff and bonding requirements of the Act.

Rule: TIME/VOLUME RATES IN FOREIGN COMMERCE

Rule #: 26

Filed on: 03/06/2007 Effective: 08/19/2005 Thru: Expire:

A. If the enrollee does not meet the minimum volume by the end of the period specified, then all cargo shall be re-rated at the tariff charges applicable at the time of each shipment.

B. Time volume rates shall be published as TRI(s) for each commodity description where they apply. The commodity description shall note the availability and terms of the time volume rate(s). The TRI(s) shall state in the TRI note(s) that the rate is a time volume rate.

C. The shipment records which shall be maintained to support the time volume rates shall be the enrollment form and the bills of lading. Shipment records, as state above, rate will be maintained by the carrier for at least five years after any shipper's use of time volume rates has ended.

D. Shipper's / Consignee's accepting the TVR shall be assigned a TVR number which shall be referenced on each bill of lading under the TVR offer. A shipment which does not bear the TVR number on the bill of lading may not be used to satisfy any requirement of the TVR.

E. The name of the enrollees shall appear on the bill of lading as either shipper or consignee or both in order for the cargo represented by the bill of lading to be credited under the TVR.

F. Upon satisfaction of the minimum volume requirements of the TVR, shipper or consignee may continue to utilize the time volume rates until the expiration date of the TVR.

G. Once a TVR is accepted by one shipper, it shall remain in effect for the time specified, without amendment.

H. To give notice of their intention to use a time/volume rate, shippers / consignees must submit the following enrollment form to the carrier prior to tendering any shipments under the time/volume rate published herein:

ENROLLMENT FORM

Rogers & Brown Custom Brokers, Inc.,
Doing Business As BOSS International
P.O. Box 20160
Charleston, SC 29413-0160

Gentlemen,
This constitutes acceptance of the time volume rates (TVR) Number 01-____, dated _____, of Rogers & Brown Custom Brokers, Inc., doing business as Boss International. I confirm that I have full authority to give this acceptance in behalf of the enrollee and those affiliated companies listed below. We agree to place the TVR Number on the body of the bill of

lading and that a shipment which does not bear the TVR Number on the bill of lading may not be used to satisfy any requirement of the TVR. We further agree to place the name of the enrollee or affiliates as described herein on the bills of lading and that any shipment which has a name on the bills of lading different from that described herein shall not be counted toward any requirements of the TVR.

Enrollee's Name

Signature Title

Address:

Date:

Name(s) of legally affiliated companies authorized to use this TVR as follows:

Rule: LOYALTY CONTRACTS IN FOREIGN COMMERCE

Rule #: 27

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

NOT APPLICABLE

Rule: DEFINITIONS

Rule #: 28

Filed on: 03/06/2007 Effective: 08/19/2005 Thru: Expire:

ALL INCLUSIVE - means the freight rate shown with the applicable NRA or tariff includes ocean freight and all other surcharges and assessorial charges, except those charges effected by the choice or action of the shipper.

BILLS OF LADING - means contract of a freight shipment covering one shipment from one consignor to one consignee with one set of marks.

BUSINESS HOURS - means that period of each calendar day excepting Saturdays, Sundays, and Holidays from 7:00 A.M. to 6:00 P.M.

CARGO, N.O.S. - means commodities not otherwise specified in individual commodity items.

CARRIER - means Rogers & Brown Custom Brokers, Inc doing business as Boss International

CAUTION - means articles which may be subject to Hazardous Materials Rules.

CHASSIS - means a wheeled assembly, with or without container, constructed to accept mounting of a demountable trailer body, container or flexi-van.

CONSIGNEE - means the person, firm or corporation shown on the Bill of Lading as the receiver of the property transported by the carrier.

CONSIGNOR - See Shipper

CONTAINER - means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top container with/without wheels or bogies attached not less than 20 feet or 6.06 meters nor more than 45 feet or 13.72 meters in length, having a closure of permanently hinged door that allows ready access to the cargo. All types of containers will have

construction, fittings, and fastenings able to withstand, without permanent distortion, all the stress that may be applied in normal service use of continuous transportation. Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in containers.

DAY - means a twenty-four (24) hour period beginning at 12:01 A.M.

DRY CARGO - means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

HOLIDAY - as used in this tariff shall consist of the following days:

New Year's Day (January 1st)
Martin Luther King Day (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday in May)
Fourth of July
Labor Day (First Monday in September)
Columbus Day (Second Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (Third Thursday in November)
Christmas Day (December 25th)

When any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

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

KILO TON - means 1,000 Kilos.

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.

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

MOTOR CARRIER - means participating motor carrier or motor carriers.

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

PACKAGE OR PACKAGES - means any container other than trucks or in shipping forms other than "in bulk", "loose" or "in skids other than lift truck "skids", providing such container or form of shipment will render the transportation of the freight reasonably safe and practicable.

NON-HAZARDOUS - means non-label cargo which is permitted stowage between or under decks (other than Magazine) and such will be rated in accordance with the rates applied therefor, as provided in the tariff item and if no specific rate is published then the Cargo, N.O.S. rate will apply.

A Increase (in foreign commerce and across-the-board increase in domestic commerce)

C Change resulting in neither increases or decreases in rates or charges

E Expiration (Also use "A" in foreign commerce and "X" in domestic commerce in the application of a higher "Cargo, NOS" or similar rate)

G General rate increase or decrease (Domestic Commerce)

I New or initial matter

K Rate or change filed by a controlled common carrier member of a conference under independent action (Foreign Commerce)

M Transportation of U.S. Department of Defense cargo by American - flag common carriers under terms and conditions negotiated and approved by the Military Sealift Command (MSC), (Foreign Commerce)

P Extension of service to additional port(s) at rates already in effect for similar services at the port(s) being added; or the carrier's establishment additional terminal facilities at the port(s) already served, at the same rates as those currently applicable to comparable facilities of the carrier at the same port (Domestic Commerce) Addition of a port or point (Foreign Commerce)

R Reduction (Not a General Rate Decrease in Domestic Commerce)

S Special Case matter filed pursuant to Special Permission, Special Docket or other Commission direction, including a correction amendment to, or resubmission (after notice of intent to reject) of, Essential Terms; filing of material to put tariff in order after rejection or overturning a rejection; or, filing of tariff data after suspension, such as for domestic carriers and controlled carriers, Requires "Special Case Number"

T Terminal rates, charges or provisions or canal tolls over which the carrier has no control

W Withdrawal of an erroneous filing on the same filing date.

X Exemptions:

1. Controlled carrier data in U.S./bilateral trades or in trades served exclusively by controlled carrier; or,
2. Increase in domestic commerce. Not a General Rate Increase or across the board increase.

CONTAINER SIZE

LTL Less Than Load

20 - 20 ft.

40S - 40 ft., 8'0"

40 - 40 ft., 8'6"

40H - 40 ft., 9'6" (High Cube)

45 - 45 ft., Any Height

CONTAINER TEMPERATURE

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

CONTAINER TYPE

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

CURRENCY

USD - US Dollar

HAZARD CODE

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

LENGTH, WIDTH, HEIGHT UNITS

FT - Feet
M - Meters

LOCATION TYPES

C - Country
G - Group
P - Port
S - State
Y - City

RATE BASIS

W - Weight (1,000 Kilos)
M - Measure (1 Cubic Meter)

WM - Weight/Measure (1,000 Kilos or 1 Cubic Meter, whichever produces the greater revenue)
LS - Lump Sum
PC - Per Container
AV - Ad Valorem
EA - Each (as defined)
MBF - 1000 Board Feet

SHIPMENT SERVICE

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

VOLUME UNITS

CFT - Cubic Feet
CBM - Cubic Meter

WEIGHT UNITS

KGS - Kilograms
KT - Kiloton
LBS - Pounds
ST - Short Tons (2000 LBS)
LT - Long Tons (2240 LBS)

Rule: ACCESS TO TARIFF INFORMATION

Rule #: 30

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

Tariff information available at the following website: www.rogers-brown.com as well as www.rbqms.gocatapult.com , however a logon is required to view information at this site.

Rule: SEASONAL DISCONTINUANCE

Rule #: 31

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

NOT APPLICABLE

Rule: RESET OF RATED-WEIGHT FOR CARIB / C. AMERICA

Rule #: 32

Filed on: 01/31/2007 Effective: 01/31/2007 Thru: Expire:

To support weight-based rates for the Central America and Caribbean destinations (per 500 kgs), Rule 2 contains an algorithm to 'double' the weight to match this tariff's weight default (1000 kgs). That algorithm is

needed for accurate calculations for W and WM rates for these trades. This rule removes that adjustment, so that the rated-weight displayed on the bottom-line is accurate (not 'doubled').

Rule: PROJECT RATES

Rule #: 33

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

FILED IN NRA OR TARIFF WHEN APPLICABLE

Rule: TERMINAL TARIFFS

Rule #: 34

Filed on: 02/09/2005 Effective: 02/09/2005 Thru: Expire:

NOT APPLICABLE

Rule: FREE TIME AND DEMURRAGE

Rule #: 100

Filed on: 03/09/2007 Effective: 03/09/2007 Thru: Expire:

Free time will be allotted to Shipper or Consignee based on the specific Vessel Operating Common Carrier Tariff applicable per shipment. (See Note)

NOTE: Free time allowed and demurrage assessed will be for the account of the cargo at rates published in the applicable terminal operator or port tariff.

Rule: INTERMODAL SAFE CONTAINER TRANSPORTATION ACT OF 1992

Rule #: 101

Filed on: 03/06/2007 Effective: 02/09/2005 Thru: Expire:

This Rule is applicable to shipments via U.S. ports from/to U.S. points, on or after April 9, 1997, which shipments are received by Carrier for transportation on or after the effective date of this Rule.

1. Whenever a loaded container of 29,000 lbs. gross cargo weight or more is tendered to the Carrier or an inland carrier acting on behalf of the Carrier, where the shipment will move at some point by motor carrier within the U.S., the Shipper shall, either before tendering the shipment or at the time the shipment is tendered provide to the Carrier or inland carrier, either directly or through any prior inland carriers, a certification (hereinafter the "Intermodal Certification") of the contents of the container in writing or electronically. The Intermodal Certification shall be in the English Language and shall contain all of the following information:

- a. It shall be conspicuously marked "INTERMODAL CERTIFICATION";
- b. It shall show the actual gross cargo weight (including unit of measurement, packing materials, pallets, and dunnage);
- c. It shall include a reasonable description of the contents of the container or trailer;
- d. It shall identify clearly the certifying party;
- e. It shall show the container or trailer number;
- f. It shall show the date of the certification.

Notes regarding Intermodal Certification:

1. Perishable agricultural commodities shall be specifically identified in the description of the goods to be transported.

2. After December 31, 2000, the term FAK can only be used in the cargo description if no single commodity makes up more than 20 percent of the total weight of the cargo although FAK will still be used for rating purposes after December 31, 2000.

3. The signature of the person tendering the loaded container may be provided by manual or mechanical means.

4. At the option of the Carrier, the Intermodal Certification may be converted into electronic format or incorporated onto a Bill of Lading or other shipping document before being forwarded along the intermodal chain. The person who converts the Intermodal Certification shall certify through the following statement that the conversion and/or incorporation was performed accurately: "Electronic format and/or incorporation by (insert name of person), (insert name of carrier), on (insert month/date/year)".

2. If a shipment is required by paragraph 1 above to be accompanied by an Intermodal Certification, Carrier will not accept any container that is not accompanied by such Intermodal Certification. Carrier shall not issue in its own name an Intermodal Certification with respect to any such container.

3. If for any reason a container exceeding 29,000 lbs. has been accepted without an Intermodal Certification, or if the gross weight of the cargo exceeds what is stated in the Intermodal Certification, and the discrepancy is discovered prior to tendering the container to a motor carrier, such container shall be delivered to the Shipper/Consignee/Cargo Owner at the location of the discovery and Carrier shall not transport or arrange to transport such container further. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, re-stuffed, etc. at the expense of the Shipper, Consignee, and Cargo Owner;

b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination;

c. The rates to be applied for the transportation of any such cargo will be those of the Carrier and any inland carrier that is engaged to transport the cargo. Excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all ocean and inland freight and other costs and expenses incurred by Carrier in accordance with this Rule.

4. Any costs or expenses associated with delays or other consequences of an uncertified or improperly certified container (including but not limited to demurrage, detention, storage, handling, inland transportation or unloading of containers, or fines or penalties they may be imposed as a result of uncertified or improper certification) shall be for the joint and several account of the Shipper, Consignee, and Cargo Owner.

5. Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable for any fine, penalty or other sanction imposed upon Carrier, its agent or any participating motor carrier by any authority for exceeding lawful over-the-road weight limitations in connection with any transportation service provided under this Tariff and occasioned by any act of commission or omission of the Shipper/Consignee/Cargo Owner, its agents or contractors, and without regard to intent, negligence or any other cause. 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 the 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 that Carrier 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.

6. Carrier shall have a lien on the cargo for all such costs and expenses incurred by Carrier or assessed the Shipper/Consignee/Cargo Owner pursuant to this Rule.

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.