

3D Forwarding LLC

NVOCC NRA Rules Tariff

Non-Vessel-Operating Common Carrier Negotiated Rate Arrangement Rules Tariff

Tariff Number:	NRA-001 (Rev. 1.0)
Effective Date:	July 01, 2026
Issuing Carrier:	3D Forwarding LLC, Licensed NVOCC
FMC Organization No.:	035442
Principal Office:	Elizabeth, New Jersey, United States
Tariff URL:	https://www.3dforwarding.com/tariff
Tariff Custodian:	Peter Gimblette, peter@3dforwarding.com, 201-209-8969
Authority:	Issued pursuant to 46 CFR §520 and 532 and the Shipping Act of 1984 (46 U.S.C. 40101 et seq.)
Document Prepared:	June 15, 2026 – Elizabeth, NJ

IMPORTANT NOTICE:

This document constitutes the complete rules tariff of 3D Forwarding LLC as an NVOCC operating under the Shipping Act of 1984. All Negotiated Rate Arrangements entered into by 3D Forwarding LLC are subject to the terms herein. This tariff is made available free of charge to the public in compliance with 46 CFR §532.4.

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Section 0 – Notice To Tariff Users

3D Forwarding LLC, acting as NVOCC, has opted to be exempt from tariff publication requirements pursuant to 46 CFR §520 and 532. In that respect 3D Forwarding LLC has opted for the use of Negotiated Rate Arrangements. “Negotiated Rate Arrangement” or “NRA” means a written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated Cargo quantity, from origin to destination, on and after receipt of the Cargo by the NVOCC. For purposes of this part, “receipt of Cargo by the NVOCC” includes receipt by the NVOCC's agent, or the originating carrier in the case of through transportation. The NRA must be in writing. The NRA must contain the names of the parties and the names of the representatives agreeing to the NRA. The terms of the NRA must be agreed to by both NRA shipper and NVOCC, prior to receipt of Cargo by the NVOCC. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an email, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: “THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”

Section 1 – Definitions

When used in this Rules Tariff and in any NRA (Negotiated Rate Arrangement) entered into by 3D Forwarding LLC (“Carrier”), the following terms shall have the meanings set forth below unless the context clearly requires otherwise.

Rule 100. NVOCC Negotiated Rate Arrangement (NRA)

"NVOCC Negotiated Rate Arrangement" or “NRA” means a written and binding arrangement between an NRA Shipper and an eligible NVOCC as named parties to provide specific transportation service for a stated Cargo quantity, from origin to destination, on and after receipt of the Cargo by the NVOCC, as defined in 46 CFR §532.3(a). For purposes of this tariff, "receipt of Cargo by Carrier" includes receipt by Carrier's agent, including sea, water, rail, road, air or other transport operators in the case of through transportation. The terms of the NRA must be agreed to by both NRA Shipper and NVOCC, prior to the receipt of Cargo by the NVOCC. The shipper is considered to have agreed to the terms of the NRA if the shipper; (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an email, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: “THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”

Rule 101. NVOCC

"NVOCC" or "Non-Vessel-Operating Common Carrier" means a common carrier that does not operate the vessels by which the ocean transportation is provided and is a shipper in its relationship with an Ocean Common Carrier, as defined in 46 U.S.C. 40102(17). Carrier is a licensed NVOCC, FMC Org. No. 035442, operating from Elizabeth, New Jersey.

Rule 102. NRA Shipper

"NRA Shipper" means shipper, consignor, consignee, receiver, a Cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C.

40102(16)), that accepts responsibility for payment of all applicable charges under the NRA, as defined in 46 CFR §532.3(d).

Rule 103. Rules Tariff

"Rules Tariff" means a tariff or the portion of a tariff, as defined by 46 CFR §520.2 and 46 CFR §532.3(c), containing the terms and conditions governing the charges, classifications, rules, regulations and practices of an NVOCC, but does not include a rate. This document constitutes the Rules Tariff of Carrier.

Rule 104. Subcontractor

"Subcontractor" means sea, water, rail, road, air or other transport operators or carriers, stevedores, terminal operators, warehousemen, any independent contractors, agents, both domestic and foreign, employed by the Carrier in performance of the Carriage and any Subcontractor thereof.

Rule 105. Cargo

"Cargo" means any goods, merchandise, commodities, or articles of any kind tendered by the NRA Shipper to Carrier for transportation pursuant to an NRA

Rule 106. Hazardous Cargo

"Hazardous Cargo" or "Dangerous Goods" means Cargo classified as hazardous under the International Maritime Dangerous Goods (IMDG) Code, 49 CFR, or any other applicable regulation. All Hazardous Cargo shall be identified, classified, packaged, marked, labeled, and documented in accordance with the IMDG Code and 49 CFR. See Section 10 for additional requirements.

Rule 107. Bill of Lading / Sea Waybill

"Bill of Lading" means the document issued by Carrier evidencing a contract of carriage between Carrier and the NRA Shipper, and acknowledging receipt of the Cargo. A "Sea Waybill" is a non-negotiable transport document serving a similar evidentiary function but not conferring title to the Cargo.

Rule 108. Through Bill of Lading

"Through Bill of Lading" means a bill of lading issued by Carrier that covers the entire transportation of Cargo from point of origin to point of destination, including inland transportation segments, whether or not performed by Carrier directly.

Rule 109. Co-Loading

"Co-Loading" means the combining of Cargo by two or more NVOCCs for tendering to an Ocean Common Carrier under the name of one or more of the NVOCC.

Rule 110. Carrier / Underlying Carrier

"Carrier" means Carrier in its capacity as NVOCC. "Underlying Carrier" means the Ocean Common Carrier or other transportation provider engaged by Carrier to perform the actual ocean or inland carriage.

Rule 111. Ocean Common Carrier

"Ocean Common Carrier" means a vessel-operating common carrier as defined in 46 U.S.C. 40102(7), which operates the vessels by which ocean transportation is provided.

Rule 112. Port of Loading / Port of Discharge

"Port of Loading" (POL) means the port at which Cargo is loaded onto the ocean vessel. "Port of Discharge" (POD) means the port at which Cargo is unloaded from the ocean vessel. These terms refer to seaports and do not include inland points unless specifically stated as a Place of Receipt or Place of Delivery.

Rule 113. Place of Receipt / Place of Delivery / Door

"Place of Receipt" (POR) means the inland or other location at which Carrier or its agent accepts custody of the Cargo, which may be the Port of Loading or an inland point. "Place of Delivery" (POD) means the inland or other location at which Carrier or its agent surrenders custody of the Cargo, which may be the Port of Discharge or an inland point. "Door" refers to the NRA Shippers location and may be used interchangeably with "Place of Receipt" and "Place of Delivery" unless the context requires otherwise.

Rule 114. Container / Equipment

"Container" means an intermodal freight container or other Equipment unit (including but not limited to 20', 40', 40' High Cube, 45', flat rack, open top, and refrigerated units) used for the transportation of Cargo. "Equipment" is used interchangeably with "Container" unless the context requires otherwise.

Rule 115. Force Majeure Event

"Force Majeure Event" means any event or circumstance beyond the reasonable control of Carrier as further defined in Rule 1100.

Rule 116. Claim

"Claim" means a written demand by an NRA Shipper or consignee for compensation arising from loss of, damage to, or delay in delivery of Cargo transported under an NRA. Claims procedures are set forth in Section 8.

Rule 117. Demurrage / Detention

"Demurrage" means charges assessed when a Container or Non-Containerized Cargo remains on terminal beyond the applicable Free-Time period. "Detention" means charges assessed when Equipment is held by the NRA Shipper or consignee beyond the applicable Free-Time period following release from terminal. See Section 9.

Rule 118. Free-Time

"Free-Time" means the period during which Cargo or Equipment may remain at a terminal or in the possession of the NRA Shipper or consignee without incurring Demurrage or Detention charges, as specified in the NRA or the applicable Underlying Carrier tariff.

Rule 119. GRI (General Rate Increase)

"GRI" or "General Rate Increase" means a general increase in ocean freight rates imposed by an Ocean Common Carrier, applicable across a broad range of commodities and trade lanes. GRIs are Pass-Through Charges under NRAs that do not specify All-In Rates, subject to Rule 504.

Rule 120. Surcharge / Assessorial Charge

"Surcharge" or "Assessorial Charge" means any charge in addition to the base ocean freight rate, including but not limited to those enumerated in Rule 503, assessed to recover specific costs or to reflect market conditions.

Rule 121. Pass-Through Charge

"Pass-Through Charge" means any charge incurred by Carrier from a third party (including the Underlying Carrier, terminal operator, or government authority) that is invoiced to the NRA Shipper at cost with no markup, as required by 46 CFR §532.5(d)(2)(iv).

Rule 122. All-In Rate

"All-In Rate" means an NRA rate that includes all applicable surcharges, assessorial charges, and GRIs within a single stated freight rate, such that no additional surcharges or charges will be invoiced to the NRA Shipper beyond the stated rate, except for Pass-Through Charges specifically identified as excluded.

Rule 123. Freight All Kinds (FAK)

"Freight All Kinds" or "FAK" means a rating basis under which a single rate applies regardless of the specific commodity being transported, subject to any commodity exclusions noted in the NRA.

Rule 124. Effective Date / Expiration Date

"Effective Date" means the date on and after which the rates and terms of an NRA or a tariff amendment apply to shipments received by Carrier. "Expiration Date" means the date after which the rates and terms of an NRA cease to be available for new shipments.

Rule 125. FMC (Federal Maritime Commission)

"FMC" or "Federal Maritime Commission" means the independent federal agency of the United States established pursuant to the Shipping Act of 1984, responsible for regulating ocean borne transportation in the foreign commerce of the United States, including the regulation of NVOCCs and NRAs under 46 CFR §532.

Rule 126. Shipping Act

"Shipping Act" means the Shipping Act of 1984, as codified at 46 U.S.C. 40101 et seq., as amended from time to time.

Rule 127. Rate

"Rate" means a price stated for providing a specified level of transportation service for a stated Cargo quantity, from origin to destination, on and after a stated date or within a defined time frame, as defined in 46 CFR §532.3(b).

Rule 128. Booking

"Booking" means a confirmed reservation by the NRA Shipper with Carrier for the transportation of a specified Cargo under an NRA, which, when made after receipt of NRA terms containing the booking-acceptance clause required by 46 CFR §532.5(c)(3), constitutes the NRA Shipper's acceptance of those terms.

Rule 129. Container Yard (CY)

"Container Yard" or "CY" means a designated facility, yard or area at a port, ocean terminal, rail terminal or inland depot where Containers are received from or delivered to the NRA Shipper.

Rule 130. Container Freight Station (CFS)

"Container Freight Station" or "CFS" means a facility or warehouse used for the receipt, consolidation, deconsolidation, or delivery of LCL Cargo. CFS locations can be on-port, near-port or inland.

Section 2 – Publication and Electronic Access (§532.4 Compliance)

Rule 200. Electronic Access

- Carrier makes this Rules Tariff available free of charge at <https://www.3dforwarding.com/tariff>, accessible to the public 24 hours per day, 7 days per week, 365 days per year, without login, registration, subscription, or fee of any kind.
- Prior to entering into any NRA, Carrier shall ensure this tariff is posted and accessible at the above URL. No NRA shall be entered into unless this tariff is publicly available in compliance with 46 CFR §532.4.
- Users may retrieve, read, print, and save any provision of this tariff without charge.
- Tariff Custodian contact information appears on the cover page of this tariff.
- This tariff is maintained in compliance with 46 CFR §532.4 and the applicable provisions of 46 CFR §520, including §520.3, 520.6, and 520.9.

Rule 201. Amendments and Versioning

- Amendments to this tariff are numbered sequentially (e.g., Rev. 1.1, Rev. 1.2, Rev. 2.0). Each amendment shall state: (a) the amendment/version number; (b) the effective date; (c) the rule(s) amended; and (d) a brief description of the change.
- Prior versions of this tariff shall remain publicly accessible at <https://www.3dforwarding.com/tariff> for a minimum of five (5) years from the date such version was superseded, consistent with 46 CFR §520.10 (historical data retention).
- No amendment affecting surcharges or assessorial charges that are referenced in a live NRA shall take effect with respect to that NRA until the last shipment under the NRA is delivered, unless the NRA is formally amended pursuant to §532.5(e) and the NRA Shipper has accepted such amendment.
- The Tariff Custodian is responsible for implementing all amendments and maintaining the version archive as required by this Rule and Rule 202.

Rule 202. FMC Form FMC-1 Notification

Carrier has filed, and shall maintain current, FMC Form FMC-1 with the Federal Maritime Commission Bureau of Trade Analysis, providing the tariff URL and Tariff Custodian contact information, consistent with 46 CFR §520.3(d). Carrier shall update Form FMC-1 within 30 days of any change to the tariff URL or Custodian contact information. A prominent notice of Carrier's election to invoke the NRA exemption under Part 532 is included in this tariff.

NOTICE PURSUANT TO 46 CFR §532.6:

3D Forwarding LLC (FMC Org. No. 035442) hereby invokes the exemptions available under 46 CFR §532 from the tariff rate publication and adherence requirements of the Shipping Act of 1984 as enumerated in §532.2, effective as of the Effective Date of this tariff. This notice is provided to the Commission and the public as required by 46 CFR §532.6.

Section 3 – Scope of Service

Rule 300. Geographic Scope

This Rules Tariff applies to all NRAs entered into by Carrier as an NVOCC in the U.S. foreign commerce, including import and export shipments between the United States and foreign countries, via such ports, inland points, and trade lanes as may be specified in the applicable NRA.

Rule 301. Service Types

Carrier offers the following service types under NRAs governed by this tariff:

- **Full Container Load (FCL):** Shipments filling one or more containers, booked by a single NRA Shipper.
 - **CY-to-CY:** Service from origin Container Yard to destination Container Yard, covering all intermediate transportation.

- **Door-to-CY:** Service from Place of Receipt (inland) to destination Container Yard, covering all intermediate transportation.
- **CY-to-Door:** Service from origin Container Yard to Place of Delivery (inland), covering all intermediate transportation.
- **Door-to-Door:** Service from Place of Receipt (inland) to Place of Delivery (inland), covering all intermediate transportation.
- **CFS-to-CFS:** Service from origin Container Freight Station to destination Container Freight Station, covering all intermediate transportation.
- **CFS-to-CY:** Service from origin Container Freight Station to destination Container Yard, covering all intermediate transportation.
- **CY-to-CFS:** Service from origin Container Yard to destination Container Freight Station, covering all intermediate transportation.
- **Door-to-CFS:** Service from Place of Receipt (inland) to destination Container Freight Station, covering all intermediate transportation.
- **CFS-to-Door:** Service from origin Container Freight Station to Place of Delivery (inland), covering all intermediate transportation.
- **Less than Container Load (LCL):** Shipments that do not fill a complete container, consolidated with other Cargo into a container (including through co-loading per Rule 400).
 - **CFS-to-CFS:** Service from origin Container Freight Station to destination Container Freight Station, covering all intermediate transportation.
 - **Door-to-CFS:** Service from Place of Receipt (inland) to destination Container Freight Station, covering all intermediate transportation.
 - **CFS-to-Door:** Service from origin Container Freight Station to Place of Delivery (inland), covering all intermediate transportation.
 - **Door-to-Door:** Service from Place of Receipt (inland) to Place of Delivery (inland), covering all intermediate transportation.

- **Non-Containerized Cargo (NCC):** Shipments that have individually handled pieces (bags, crates, drums, bundles, machinery, autos, etc.) loaded and stowed by piece rather than in containers, booked by a single NRA Shipper.
 - **Port-to-Port:** Service from Port of Loading to Port of Discharge, without inland transportation by Carrier.
 - **Door-to-Port:** Service from Place of Receipt (inland) to Port of Discharge, covering all intermediate transportation.
 - **Port-to-Door:** Service from Port of Loading to Place of Delivery (inland), covering all intermediate transportation.
 - **Door-to-Door:** Service from Place of Receipt (inland) to Place of Delivery (inland), covering all intermediate transportation.
 - Not all service types are available in all trades, origins, destinations, or for all Cargo profiles, and the services provided shall be as stated in the applicable NRA or booking confirmation.
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Section 4 – Co-Loading (46 CFR §520.11)

Rule 400. Co-Loading Disclosure

- The Carrier may tender Cargo to other NVOCCs for co-loading.
- The shipper-to-carrier and carrier-to-carrier relationships for co-loading purposes are as defined in 46 CFR §520.11. Carrier remains responsible to the NRA Shipper for the performance of all obligations under the applicable NRA and Bill of Lading, notwithstanding any co-loading arrangement.
- When Carrier tenders Cargo to another NVOCC for co-loading, the applicable Bill of Lading issued to the NRA Shipper shall be annotated on its face, in a clear and legible manner, with the full identity of the other NVOCC to which the shipment has been tendered, in compliance with 46 CFR §520.11.

- Co-loading with non-NVOCC entities is not permitted under this tariff except where Carrier engages an Ocean Common Carrier directly, in which case standard Bill of Lading issuance procedures apply.

Section 5 – Rates, Surcharges, and Assessorial Charges

Rule 500. Rate Structure

Rates under NRAs entered into by Carrier may be quoted in one of two formats:

- **All-In Rate:** A single rate inclusive of all surcharges and assessorial charges. No additional surcharges shall be invoiced beyond the stated All-In Rate, except for Pass-Through Charges specifically identified as excluded in the NRA.
- **Base Rate with Enumerated Surcharges:** A base ocean freight rate, with separately stated surcharges and assessorial charges as specified in the NRA or by reference to specific rules and amounts in this tariff per §532.5(d)(2). In this case, Rules 501–504 apply in full.

Rule 501. Surcharge Lockdown

The "Lockdown Date" is the date on which the first shipment under the NRA is received by Carrier or its agent. Carrier shall record the Lockdown Date in the NRA file and notify the NRA Shipper in writing within three (3) business days.

Rule 502. Pass-Through Charges

For any Pass-Through Charge for which no specific amount is stated in the NRA or in this tariff, Carrier may only invoice the NRA Shipper for charges actually incurred by Carrier from third parties (including Underlying Carriers, terminals, port authorities, and government agencies), with no markup, as required by 46 CFR §532.5(d)(2)(iv). Documentation (e.g., Underlying Carrier invoices, terminal receipts) shall be retained for five (5) years and made available to the NRA Shipper or the FMC upon request.

Rule 503. Enumerated Surcharges

Surcharges and assessorial charges may be applied under NRAs that are not All-In Rate NRAs. Specific amounts applicable to each NRA shall be set forth in the NRA itself. All amounts specified in the applicable NRA are subject to the Surcharge Lockdown of Rule 501.

Rule 504. General Rate Increases (GRI)

If the NRA does not specify an All-In Rate, Ocean Common Carrier GRIs are Pass-Through Charges. Carrier shall notify the NRA Shipper in writing prior to any GRI becoming effective, including the GRI amount, the effective date, and the Underlying Carrier imposing the GRI. GRIs shall be invoiced at the exact cost passed through by the Underlying Carrier with no markup, as required by 46 CFR §532.5(d)(2)(iv).

Rule 505. Currency

All rates and charges under NRAs governed by this tariff are quoted and payable in United States Dollars (USD) unless the NRA expressly specifies an alternative currency. Where an alternative currency is specified, the applicable exchange rate basis shall be stated in the NRA.

Rule 506. Validity

All NRA quotations valid for 30 days unless revoked prior to Cargo receipt.

Rule 507. Marine Insurance and Consular fees

NRAs do not include Marine Insurance or Consular fees.

Rule 508. Government Authorities Charges

Additional Charges which may be imposed upon the Cargo by Governmental Authorities will be for the account of the NRA Shipper.

Rule 509. U.S. Customs Related Charges

NRA Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of NRA Shipper. Cargos which are not cleared through customs for any reason may be cleared by Carrier at the expense of the NRA Shipper and may be warehoused at the risk and expense of the NRA Shipper or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier. NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance, assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, Demurrage, Detention, bonded warehousing, formal customs entry, if required, or tax, duties and applicable tariffs. Any such accrued U.S. Customs related charges shall be at the expense of the NRA Shipper.

Rule 510. Cargo Roll-Over Fee

Carrier will require complete and accurate shipping instructions by the “Document Due by Date” mentioned on the NRA or booking confirmation document. If not received by the “Document Due By Date”, Cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, Demurrage, etc.) will be billed to NRA Shipper.

Rule 511. Rate Applicability Rule

The rules and charges applicable to a given shipment must be those in an NRA and in effect when the Cargo is received by the Carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as “received” until the full Bill of Lading quantity has been received.

Rule 512. Heavy Lift

Any Heavy Lift charges assessed shall be identified in each individual NRA and shall apply to the account of the NRA Shipper.

Rule 513. Extra Length

Any Extra Length charges assessed shall be identified in each individual NRA and shall apply to the account of the NRA Shipper.

Rule 514. Returned Cargo

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

Rule 515. Origin and Destination Terminal Charges

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

Section 6 – Bill of Lading

Rule 600. Issuance

Carrier shall issue a bill of lading or sea waybill as evidence of the contract of carriage for each shipment received under an NRA. The Bill of Lading shall identify the NRA Shipper, the consignor, the consignee,

the Cargo description, the container number(s), the port or Place of Receipt, the port or Place of Delivery, and the applicable NRA reference number.

Rule 601. Incorporation

The terms and conditions of this Rules Tariff are incorporated by reference into every Bill of Lading and sea waybill issued by Carrier. In the event of any conflict or inconsistency between the terms of the Bill of Lading and the terms of this tariff, the terms of this tariff shall govern and control. NRA Shippers are deemed to have notice of and agree to the terms of this tariff upon acceptance of any NRA.

Rule 602. Negotiability

Negotiable (order) bills of lading are available upon written request by the NRA Shipper prior to shipment. A negotiable Bill of Lading is transferable by endorsement and may be used to convey title to the Cargo. Sea waybills are non-negotiable and are not documents of title. The choice of document type shall be specified in the booking or NRA.

Rule 603. Bill of Lading

See Below.



NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

PARTICULARS FURNISHED BY SHIPPER

MARKS & NOS / CONTAINER(S) NOS.	NO OF PKGS.	(19)	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
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Container	Seals	Type	Packages	Weight	Tare	Gross	Volume
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DECLARED VALUE (\$)	SEE CLAUSE 7 ON REVERSE SIDE	RECEIVED FOR SHIPMENT from the MERCHANT in apparent good order
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SEE CLAUSE 7 ON REVERSE SIDE

RECEIVED FOR SHIPMENT from the MERCHANT in apparent good order and condition unless otherwise stated herein, the GOODS mentioned above to be transported as provided herein, by any mode of transport for all or any part of the Carriage, SUBJECT TO ALL THE TERMS AND CONDITIONS appearing on the face and back hereof and in the CARRIER'S applicable Tariff, to which the Merchant agrees by accepting this BILL OF LADING.

Where applicable law requires and not otherwise, one original BILL OF LADING must be surrendered, duly endorsed, in exchange for the GOODS or CONTAINER(S) or other PACKAGE(S), the others to stand void if a 'Non-Negotiable' BILL OF LADING is issued, neither an original nor a copy need be surrendered in exchange for delivery unless applicable law so requires.

BY _____
AS CARRIER

Section 7 – Liability

Rule 700. Limitation of Liability

Carrier's liability for loss of or damage to Cargo shall be limited to USD \$500 per package or customary freight unit, as provided under the Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §30701 note, unless the NRA Shipper declares a higher value on the Bill of Lading and pays the applicable ad valorem rate as set forth in Rule 701. The COGSA package limitation applies per-package or per-customary freight unit, whichever is applicable, for the entire period of the contract of carriage, including inland transportation where Carrier issues a Through Bill of Lading.

Rule 701. Declared Value / Ad Valorem

The NRA Shipper may declare a higher Cargo value on the face of the Bill of Lading prior to shipment. Upon such declaration, the applicable ad valorem surcharge is 5% of the declared value, as specified in the NRA. The declared value shall not exceed the actual value of the Cargo. Carrier's liability shall not in any event exceed the declared value.

Rule 702. Consequential Damages

In no event shall Carrier be liable for indirect, consequential, incidental, punitive, special, or exemplary damages of any kind, including but not limited to loss of profits, loss of business opportunity, loss of use, or loss of market, whether or not Carrier has been advised of the possibility of such damages.

Rule 703. Time for Suit

Any legal action against Carrier for loss of or damage to Cargo must be brought within one (1) year from the date of delivery of the Cargo, or in the case of non-delivery, within one (1) year from the date when the Cargo should have been delivered, consistent with COGSA (46 U.S.C. §30701 note). Failure to bring suit within this period shall bar any such action.

Rule 704. Notice of Claim

Written notice of apparent loss or damage to Cargo must be given to Carrier or its agent at the time of delivery. Where the loss or damage is not apparent at the time of delivery, written notice must be given within three (3) days of delivery. Failure to give timely notice shall not prejudice a Claim if Carrier had

actual notice of the loss or damage but shall create a rebuttable presumption of delivery in good condition.

Section 8 – Claims

Rule 800. Filing Claims

All Claims for loss, damage, shortage, or delay must be submitted in writing to Carrier at claims@3dforwarding.com or by postal mail to 475 Division Street, Building 8, Elizabeth, New Jersey, 07201. Claims must include, at a minimum:

- The Bill of Lading number;
- A detailed description of the loss, damage, or shortage;
- The amount of the Claim in USD;
- Supporting documentation, including but not limited to: survey or inspection report, photographs, commercial invoice, packing list, and any relevant correspondence;
- The name, address, and contact information of the claimant.

Rule 801. Mitigation

The NRA Shipper and any claimant shall have an affirmative duty to take all reasonable steps to mitigate any loss or damage. Failure to mitigate may reduce or eliminate Carrier's liability for the unmitigated portion of any Claim.

Rule 802. Subrogation

Upon payment of any Claim to an NRA Shipper or consignee, Carrier shall be subrogated, to the extent of such payment, to all rights and remedies of the claimant against any third party responsible for the loss or damage, including the Underlying Carrier, terminal operator, or any other party in the transportation chain. The claimant shall execute such documents and take such actions as Carrier may reasonably require to give effect to this subrogation.

Section 9 – Demurrage and Detention

Rule 900. Free-Time

Free-Time for container use shall be as specified in the applicable NRA. If not specified in the NRA, Free-Time shall be as per the applicable Underlying Carriers, marine terminal operators, or CFSs tariff, a copy of which Carrier will provide to the NRA Shipper upon written request within two (2) business days.

Rule 901. Demurrage

Demurrage accrues when a container or Cargo remains on a terminal or in a CFS beyond the applicable free-time period. Daily Demurrage rates are as specified in the NRA or, if not specified, as per the applicable Underlying Carrier's, marine terminal operators, or CFS's tariff. Demurrage is calculated per calendar day (or portion thereof, rounded up to the nearest day) commencing the day after expiration of Free-Time.

Rule 902. Detention

Detention accrues when Equipment is held by the NRA Shipper beyond the applicable free-time period following release of Equipment from terminal. Daily Detention rates are as specified in the NRA or, if not specified, as per the applicable Underlying Carrier or Equipment provider's tariff. Detention is calculated per calendar day (or portion thereof) commencing the day after expiration of the applicable free-time period for Equipment return.

Section 10 – Hazardous/Dangerous Goods

Rule 1000. Hazardous Cargo

NRA Shippers tendering Dangerous Goods must comply fully with the International Maritime Dangerous Goods (IMDG) Code, 49 CFR, and all other applicable domestic and international regulations. Prior to tendering any Dangerous Goods, the NRA Shipper must:

- Provide advance written notice to Carrier at least 1 business day before the intended Cargo receipt date;
- Provide a properly completed and signed Dangerous Goods Declaration (DGD);
- Provide a Safety Data Sheet (SDS) for each hazardous substance;

- Ensure all packaging, marking, labeling, and placarding meet applicable regulatory requirements;

Rule 1001. Right of Refusal

Carrier reserves the absolute right, in its sole discretion, to refuse carriage of any Dangerous Goods that: (a) cannot be safely transported on the intended vessel or route; (b) are not accompanied by complete and accurate documentation; (c) are improperly packaged or labeled; or (d) are subject to a regulatory prohibition or restriction. Refusal of Dangerous Goods shall not constitute a breach of the NRA.

Rule 1002. Indemnification

The NRA Shipper shall indemnify, defend, and hold harmless Carrier, its officers, directors, employees, agents, Subcontractors, and Underlying Carriers from and against any and all losses, damages, liabilities, costs, expenses, fines, penalties, and Claims of any nature arising out of or related to: (a) the NRA Shipper's failure to comply with applicable Dangerous Goods regulations; (b) the NRA Shipper's misrepresentation or non-disclosure of the nature, classification, or condition of Dangerous Goods; or (c) any spillage, leakage, contamination, or hazard caused by Dangerous Goods tendered by the NRA Shipper.

Section 11 – Force Majeure

Rule 1100. 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."

Rule 1101. Force Majeure Event

"Force Majeure Event" means any event or circumstance beyond the reasonable control of Carrier, including but not limited to: acts of God; war; terrorism; civil unrest or riot; strikes, lockouts, or labor

disputes (whether or not involving employees of Carrier); port closures or congestion beyond Carrier's control; government actions, embargoes, or sanctions; pandemic, epidemic, or quarantine restrictions; flood, fire, earthquake, severe weather, or other natural disaster; failure of third-party infrastructure or utilities; or any other event that renders performance commercially impracticable, illegal, or impossible.

Rule 1102. Suspension of Obligations

In the event of a Force Majeure Event, Carrier's obligations under the affected NRA and this tariff (including but not limited to obligations relating to transit time, delivery dates, and Equipment availability) are suspended for the duration of the Force Majeure Event. Carrier shall not be liable for any failure to perform or delay in performance caused by a Force Majeure Event.

Rule 1103. Notice

Carrier shall provide written notice of a Force Majeure Event to all affected NRA Shippers as soon as reasonably practicable following the commencement of the event, describing the nature of the event, its expected duration, and the affected shipments or services. Notice shall be provided by email or other reliable written communication to the NRA Shipper representative identified in the applicable NRA.

Rule 1104. Termination

If a Force Majeure Event continues for more than thirty (30) consecutive calendar days, either party may terminate the affected NRA upon written notice to the other party without penalty or liability.

Termination under this Rule shall not affect the rights of the parties with respect to shipments already received by Carrier prior to the Force Majeure Event, which shall remain subject to the terms of the NRA.

Section 12 – Governing Law and Dispute Resolution

Rule 1200. Governing Law

This Rules Tariff and all NRAs entered into pursuant hereto shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to its conflict-of-law principles, and applicable federal law, including the Shipping Act of 1984 (46 U.S.C. 40101 et seq.), COGSA (46 U.S.C. §30701 note), and 46 CFR §532, to the extent applicable.

Rule 1201. FMC Jurisdiction

Nothing in this tariff or any NRA shall be construed to limit or waive the jurisdiction of the Federal Maritime Commission over matters within its statutory authority, including enforcement of the Shipping Act of 1984 and the regulations thereunder.

Rule 1202. Class Action Waiver

THE NRA SHIPPER EXPRESSLY WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING AGAINST CARRIER ARISING OUT OF OR RELATED TO ANY NRA OR THIS TARIFF. All Claims must be brought on an individual basis.

Section 13 – Packing and Shipper Container Requirements

Rule 1300. Packing Requirements

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 reasonably necessary for protection and safe transportation. Packages must be marked durably and legibly.

Rule 1301. Container Capacity

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA. 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. without notice to Carrier.

Rule 1302. Shipper Furnished Containers

In lieu of the Carrier furnished containers, NRA Shipper may offer Cargo for ocean transportation in shipper furnished containers subject to the following provisions:

- 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, and International Standards, Laws, Regulations and Safety requirements.

- Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the Carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- Each such container and its Cargo will be subject to all rates, rules and regulations of this tariff.
- Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdship of the container offered for shipment.

Rule 1303. Overweight Containers

NRA Shipper 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 NRA Shipper, its agent or contractors, and without regard to intent, negligence or any other factor. When Carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the Cargo interest and Carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require Carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and Carrier shall not have any liability to the Cargo interest should it not do so. Any charges incurred in re-handling Cargo to comply with maximum weight restrictions will be for the account of the NRA Shipper. The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the Underlying 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).

Rule 1304. Shipper Load and Count

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

- 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.
- Any discrepancy in count or concealed damage to articles.

Except as otherwise noted, shipments destined for more than one Port of Discharge may not be loaded by the shipper into the same container. Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing Cargo in containers, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the Carrier shall not be responsible for such materials nor their return after use. The Carrier shall not be liable in any event for any Claim for loss or damage to the Cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of Cargo within the container.

Rule 1305. Underlying Carrier Equipment

Carrier does not own or lease Equipment. When Equipment is provided to NRA Shippers by Underlying Carriers, provisions and charges will be for the account of the NRA Shipper.

Section 14 – Required Import and Export Regulatory Filings

Rule 1400. AMS

AMS means the U.S. Customs and Border Protection Automated Manifest System (including ACE). Unless otherwise agreed in writing, the Carrier shall be the party responsible for transmitting AMS/manifest data to U.S. Customs on behalf of the NRA Shipper. The NRA Shipper shall provide, in the form and by the time required by the NVOCC, complete and accurate shipment information necessary for AMS filing, including but not limited to: shipper name and address; consignee name and address; notify party; full commodity description; HS number where required; IMDG/UN numbers where applicable; container and seal numbers; gross weight; and piece count. AMS data shall be transmitted in accordance with applicable U.S. Customs timing requirements and the NVOCC's published cutoffs; the NRA Shipper shall supply required data sufficiently in advance to permit timely filing. The Carrier shall submit any required AMS amendments; amendments necessitated by NRA Shipper-supplied errors shall be at the NRA Shipper's expense, including any governmental fines, penalties, or administrative costs.

The NVOCC may assess a reasonable charge for AMS filing, amendments, or related administrative services; any governmental fines, penalties, or statutory charges imposed as a result of late or inaccurate filings shall be invoiced to the party whose act or omission caused the violation. Each party shall be liable only for fines, penalties, costs, and expenses arising solely from its own failure to comply with its obligations under this Item and shall indemnify the other for Claims, fines, penalties, losses, or expenses (including reasonable attorneys' fees) arising from such failure; neither party shall be liable for consequential, incidental, or punitive damages except for willful misconduct or gross negligence. The NVOCC reserves the right to refuse carriage, delay loading, or withhold release of Cargo where required AMS data is not provided in time to permit lawful and timely filing. This Item survives delivery and termination of the contract of carriage to the extent necessary to enforce rights and obligations arising from AMS filings.

Rule 1401. AES

Carrier requires complete and accurate Shippers Letter of Instruction (SLI) and all information necessary for Electronic Export Information (EEI)/ Automated Export Systems (AES) filing no later than forty-eight (48) hours prior to the earlier of the applicable document due date or Cargo cut-off. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory AES regulations. Description of commodities shall be uniform on all copies of the Bill of Lading and must be in conformity with a validated U.S. Export Declaration, EEI, filings to the U.S. Customs AES, and/or Consular Documents covering the shipment. The Carrier may verify the Bill of Lading description with any of the above shipping documents or information to ensure accuracy. Amendments or corrections in the commodity description will be accepted only if validated by U.S. Customs and in conformity with all other shipping documents. The NRA Shipper shall provide the applicable Schedule B number or other export classification required for EEI/AES filing and for completion of Carrier's transport documentation. Penalties, delays, and costs caused by late or inaccurate export filing data are for the account of the NRA Shipper.

Section 15 – Routing and Diversion

Rule 1500. Diversion by Carrier

When the Ocean Carrier discharges Cargo at a port other than the port named in the Bill of Lading, the Carrier and Underlying Carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the actual Port of Discharge as indicated hereunder:

- 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 in-route between carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
- The ocean carrier may forward Cargo direct to a point designated by the NRA Shipper, 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 Bill of Lading within any commercial zone, such payment by the NRA Shipper shall be the cost he would normally have incurred to such point of delivery.
- In the event of Cargo being discharged at carrier's convenience at a port other than the port of destination named in the Bill of Lading, the NRA applicable to the port of destination named in the Bill of Lading shall be assessed. No transfer, transshipment, or other arrangement made in connection with such discharge shall directly or indirectly result in any reduction, avoidance, or diminution of charges, fees, duties, taxes, or liabilities that would have applied had the shipment been cleared through the port of destination originally named on the Bill of Lading.

Rule 1501. Diversion by NRA Shipper

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:

- Definition of Diversion: Any change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of Cargo.
- B. Conditions: 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. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may

also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading. This rule will apply to full Bill of Lading quantities or full container loads only. 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 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 NRA Shipper. Cargo, which, upon request of NRA Shipper (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$250 per Bill of Lading for Cargo received and diversion requested prior to vessel departure, or up to \$500 per Bill of Lading for Cargo received and diversion requested post vessel departure, from origin port. Diversion charges or administrative charge are payable by the party requesting the diversion.

Section 16 – Payment of Freight Charges

Rule 1600. Payment In U.S. Dollars

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

Rule 1601. 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 acceptable method by Carrier's bank for immediate credit.

Rule 1602. Prepaid Freight

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

Rule 1603. Collect Freight

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.

Rule 1604. Currency Convertibility

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

Section 17 – Cargo Measurements and SOLAS Regulations

Rule 1700. Measurement and Weight

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.

- All packages will be measured in Centimeters and weight in Kilograms.
- Rounding Up Dimensions and Weight: Where parts of centimeter occur in dimensions, such parts will be rounded up to the centimeter above. Kilograms will be rounded up to two decimal places.
- Calculating Cubic Measurements: The three dimensions in centimeters (rounded off in accordance above) are to be multiplied together to produce the cube of one package or piece in cubic meters to four decimals.

- **Official Measurers and Weighers:** The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock agents or Subcontractors, 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.
- **Misdescription, Underweights and Undermeasurement:** 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 NRA Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the 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 the NRA Shipper. 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-weighing, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or mis-declared by the Shippers, re-measuring and/or resurveying shall be for the account of the NRA Shipper.

Rule 1701. SOLAS Regulations

- SOLAS requires the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.
- Carrier declares that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.

- Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or
- Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and Cargo items, including the mass of pallets, dunnage, and other packing materials securing the Cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.
- Carrier will rely on the accuracy of the shipper's VGM details. Carrier will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
- Shipper must comply with SOLAS and agree to indemnify and will hold Carrier harmless from and against all liabilities, damages, claims, suits, actions, losses, fines, penalties, associated costs and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

Section 18 – Miscellaneous

Rule 1800. Severability

If any provision of this tariff or any NRA is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or the FMC, such provision shall be severed from the tariff or NRA, and the remaining provisions shall continue in full force and effect as if the invalid provision had not been included.

Rule 1801. Entire Agreement

Each NRA, together with this Rules Tariff incorporated by reference therein, constitutes the entire agreement between Carrier and the NRA Shipper with respect to the transportation services covered by the NRA, and supersedes all prior negotiations, representations, warranties, and agreements, whether written or oral, relating to its subject matter.

Rule 1802. Waiver

No failure or delay by Carrier in exercising any right, remedy, power, or privilege under this tariff or any NRA shall constitute a waiver thereof. No waiver of any single breach or default shall be deemed a waiver of any subsequent breach or default. All waivers must be in writing to be effective.

Rule 1803. No Third-Party Beneficiaries

This tariff and each NRA are for the sole benefit of the parties thereto — Carrier and the applicable NRA Shipper — and nothing herein shall create or be deemed to create any rights in any third party, including consignees, notify parties, or agents, except as expressly stated herein or in the applicable NRA.

Rule 1804. Amendments to Tariff

Amendments to this tariff shall be made in accordance with Rule 201. No amendment shall take retroactive effect with respect to any existing NRA without the written consent of the applicable NRA Shipper. Amendments shall be posted at <https://www.3dforwarding.com/tariff> with the effective date clearly stated, prior to becoming operative.

Rule 1805. Compliance with Law

Carrier and the NRA Shipper shall each comply with all applicable laws, regulations, orders, and requirements of any governmental authority in connection with the transportation services covered by each NRA, including but not limited to the Shipping Act of 1984, COGSA, the IMDG Code, U.S. Customs regulations, and all applicable import and export control laws.

Rule 1806. Anti-Corruption / Sanctions Compliance

Carrier and the NRA Shipper shall each comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (FCPA), and all applicable economic sanctions programs administered by the U.S. Office of Foreign Assets Control (OFAC), the U.S. Department of Commerce Bureau of Industry and Security (BIS), and any other relevant authority. Neither party shall, directly or indirectly, offer, pay, promise, or authorize any payment or gift of anything of value to any government official for the purpose of influencing any act or decision in connection with the services under any NRA. Cargo tendered under any NRA must not be destined for, or involve, any sanctioned country, entity, or individual.

Rule 1807. Lien Notice

Carrier shall have a general lien on any and all property (and documents relating thereto) of the NRA Shipper, in its possession, custody or control or en-route, for all Claims for charges, expenses or

advances incurred by the Carrier in connection with any shipments of the NRA Shipper and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the NRA Shipper, the Cargo, goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the NRA Shipper, and the NRA Shipper shall be liable for any deficiency in the sales.

Rule 1808. Freight Forwarder Compensation

Carrier may from time-to-time pay forwarding compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on Cargo loaded, including heavy lift and extra length revenue, as specified in each individual NRA.

Rule 1809. Ad Valorem

The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in Rule 603. 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 NRA Shipper in writing and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped.

Rule 1810. Bonding

Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §515, 520, 532 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.

- NVOCC Bond No. 612426109
- Issued By: United States Fire Insurance Company

Rule 1811. Agent For Service of Process

Carrier is domiciled in the U.S. See Title Page and/or Tariff Record for additional information. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service

of process. Service of administrative process, other hand subpoenas, may be affected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.