

**EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS ORIGINAL TITLE PAGE  
TARIFF NO. 100**

**FMC No.: 001268-100**

**Non-Vessel Operating Common Carrier**

**Effective Date: 15AUG2014**

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**Expiration Date:**

**Controlled Carrier Status: NONE**

## **TITLE PAGE**

TARIFF NO. 100

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff  
NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS AND BREAK BULK  
BETWEEN  
U.S. PORTS AND POINTS  
AND  
WORLD WIDE PORTS AND POINTS

-- **EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS** is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission ("FMC") operating under FMC organization number 001268.

### NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements NRAs". NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA. All applicable origin, destination, local, terminal and/or port charges shall apply to all NRAs for the account of the cargo.

Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

PUBLISHED BY:

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**TARIFF DETAILS**

Tariff Number: **001268-100**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
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CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

**ORGANIZATION INFORMATION**

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NAME: **EXPRESS CONSOLIDATION SYSTEMS CORP.**  
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## Tariff Rule Information

001268-100:

EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS

NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Table of Contents

Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014

Trade Names utilized by Carrier

Rule 1 – Scope

Rule 1-A – Scope

Rule 1-B – Intermodal Service

Rule 2 – Notice to Tariff Users

Rule 2A – Application of NRAs and Charges

Rule 2-010 – Packing Requirements

Rule 2-020 – Diversion by Carrier

Rule 2-030 – U.S. Customs Clearance, Vehicles

Rule 2-040 – Container Capacity

Rule 2-050 – Shipper Furnished Container

Rule 2-060 – Measurement and Weight

Rule 2-070 – Overweight Containers

Rule 2-080 – Shipper’s Load & Count

Rule 2-090 – Diversion by Shipper or Consignee

Rule 2-100 – Security Fee

Rule 2-110 – Restricted Articles

Rule 2-120 – Freight All Kinds

Rule 2-130 - Alternate Rate Service Levels; Economy, Regular, Premium

Rule 2-140 – AES USA Export Shipments

Rule 2-150 – Documentation Fee

Rule 2-160 – AMS Charges

Rule 2-170 – Submission Cargo Declaration Data

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

Rule 2-190 – FDA Prior Notice

Rule 2-200 – Cargo Roll-Over Fee

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

Rule 3 – Rate applicability

Rule 4 – Heavy Lift

Rule 5 – Extra Length

Rule 6 – Minimum Bill of Lading

Rule 7 – Payment of Freight Charges

Rule 8 – Bill of Lading

Rule 9 – Freight Forwarder Compensation

Rule 10 – Surcharges & Arbitraries

Rule 11 – Minimum Quantity Rate

Rule 12 – Ad Valorem

Rule 13 – Transshipment

Rule 14 – Co-Loading

Rule 15 – Open Rates

Rule 16 – Hazardous Cargo

Rule 17 – Free Time & Demurrage

Rule 18 – Returned Cargo

Rule 19 – Shippers Request or Complaints

Rule 20 – Overcharge Claims

Rule 21 – Use of Carrier Equipment

Rule 22 – Automobiles

Rule 23 – Carrier Terminal Rules and Charges

Rule 23-01 – Destination Terminal Handling Charge

Rule 24 – NVOCC Bond and Process Agent

Rule 25 – Certification of Shippers Status

Rule 26 – Reserved for Future Use

Rule 27 – Loyalty Contracts

Rule 28 – Definitions

Rule 29 – Abbreviations, Codes & Symbols

Rule 30 – Access to Tariff Information

Rule 31-200 – Reserved for Future Use

Rule 201 – NVOCC Service Arrangements (NSA)

Essential Terms

## Tariff Rule Information

001268-100:

EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 1: Scope

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

### U.S. ATLANTIC BASE PORTS (ACBP)

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

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

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

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

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

### GREAT LAKES BASE PORTS

Includes Chicago, IL

### SUBSTITUTED SERVICE AND INTERMODAL SERVICE

#### A. SUBSTITUTED SERVICE

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

#### B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.

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

[RETURN TO TABLE OF CONTENT](#)

# Tariff Rule Information

001268-100:

EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: 0

Rule 1-A:

Worldwide Ports and Points

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Except as noted this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

AFGHANISTAN	CONGO	HUNGARY	MOROCCO	ST LUCIA
ALBANIA	COOK ISLANDS	ICELAND	MOZAMBIQUE	ST PIERRE AND
ALGERIA	CORAL SEA ISLANDS	INDIA	NAMIBIA	MIQUELON
AMERICAN SAMOA	COSTA RICA	INDONESIA	NAURU	ST VINCENT AND
ANDORRA	CUBA	IRAN	NAVASSA ISLAND	THE GRENADINES
ANGOLA	CYPRUS	IRAQ	NEPAL	SUDAN
ANGUILLA	CZECHOSLOVAKIA	IRAQ SAUDI ARABIA	NETHERLANDS	SURINAME
ANTARCTICA	DENMARK	NEUTRAL ZONE	NETHERLANDS	SVALBARD
ANTIGUA AND	DJIBOUTI	IRELAND	ANTILLES	SWAZILAND
BARBUDA	DOMINICA	ISRAEL	NEW CALEDONIA	SWEDEN
ARGENTINA	DOMINICAN	ITALY	NEW ZEALAND	SWITZERLAND
ARUBA	REPUBLIC	IVORY COAST	NICARAGUA	SYRIA
ASHMORE AND	ECUADOR	JAMAICA	NIGER	TAIWAN
CARTIER ISLANDS	EGYPT	JAN MAYEN	NIGERIA	TANZANIA UNITED
AUSTRALIA	EL SALVADOR	JAPAN	NIUE	REPUBLIC OF
AUSTRIA	EQUATORIAL	JARVIS ISLAND	NORFOLK ISLAND	THAILAND
BAHAMAS THE	GUINEA	JERSEY	NORTHERN	TOGO
BAHRAIN	ETHIOPIA	JOHNSTON ATOLL	MARIANA ISLANDS	TOKELAU
BAKER ISLAND	EUROPA ISLAND	JORDAN	NORWAY	TONGA
BANGLADESH	FALKLAND ISLANDS	JUAN DE NOVA	OMAN	TRINIDAD AND
BARBADOS	(ISLAS MALVIN	ISLAND	PAKISTAN	TOBAGO
BASSAS DA INDIA	FAROE ISLANDS	KENYA	PALMYRA ATOLL	TROMELIN ISLAND
BELGIUM	FEDERATED STATES	KINGMAN REEF	PANAMA	TRUST TERRITORY
BELIZE	OF MICRONESIA	KIRIBATI	PAPUA NEW GUINEA	OF THE PACIFIC
BENIN	FIJI	KOREA	PARACEL ISLANDS	TUNISIA
BERMUDA	FINLAND	DEMOCRATIC	PARAGUAY	TURKEY
BHUTAN	FRANCE	PEOPLES REP	PERU	TURKS AND CAICOS
BOLIVIA	FRENCH GUIANA	KOREA REPUBLIC OF	PHILIPPINES	ISLANDS
BOTSWANA	FRENCH POLYNESIA	KUWAIT	PITCAIRN ISLANDS	TUVALU
BOUVET ISLAND	FRENCH SOUTHERN	LAOS	POLAND	UGANDA
BRAZIL	AND ANTARCTIC	LEBANON	PORTUGAL	UNION OF SOVIET
BRITISH VIRGIN	GABON	LESOTHO	PUERTO RICO	SOCIALIST REPU
ISLANDS	GAMBIA THE	LIBERIA	QATAR	UNITED ARAB
BRUNEI	GAZA STRIP	LIBYA	REUNION	EMIRATES
BULGARIA	GERMANY	LIECHTENSTEIN	ROMANIA	UNITED KINGDOM
BURKINA	GHANA	LUXEMBOURG	RWANDA	URUGUAY
BURMA	GIBRALTAR	MACAU	SAN MARINO	USA
BURUNDI	GLORIOSO ISLANDS	MADAGASCAR	SAO TOME AND	VANUATU
CAMBODIA	GREECE	MALAWI	PRINCIPE	VATICAN CITY
CAMEROON	GREENLAND	MALAYSIA	SAUDI ARABIA	VENEZUELA
CANADA	GRENADA	MALDIVES	SENEGAL	VIETNAM
CAPE VERDE	GUADELOUPE	MALI	SEYCHELLES	VIRGIN ISLANDS
CAYMAN ISLANDS	GUAM	MALTA	SIERRA LEONE	WAKE ISLAND
CENTRAL AFRICAN	GUATEMALA	MAN ISLE OF	SINGAPORE	WALLIS AND
REPUBLIC	GUERNSEY	MARSHALL ISLANDS	SOLOMON ISLANDS	FUTUNA
CHAD	GUINEA	MARTINIQUE	SOMALIA	WEST BANK
CHILE	GUINEA BISSAU	MAURITANIA	SOUTH AFRICA	WESTERN SAHARA
CHINA	GUYANA	MAURITIUS	SOUTH GEORGIA	WESTERN SAMOA
CHRISTMAS ISLAND	HAITI	MAYOTTE	AND THE SOUTH SA	YEMEN
CLIPPERTON ISLAND	HEARD ISLAND AND	MEXICO	SPAIN	YUGOSLAVIA
COCOS (KEELING)	MCDONALD ISLA	MIDWAY ISLANDS	SPRATLY ISLANDS	ZAIRE
ISLANDS	HONDURAS	MONACO	SRI LANKA	ZAMBIA
COLOMBIA	HONG KONG	MONGOLIA	ST HELENA	ZIMBABWE
COMOROS	HOWLAND ISLAND	MONTSERRAT	ST KITTS AND NEVIS	

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 1-B: Intermodal Service

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2: Notice to Tariff Users

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”).
- b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
- c. Carrier’s Rules are provided free of charge to Shipper, Consignee and the public at <https://www.ecs-shipping.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper’s or consignee’s response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §§520 and 532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).
- f. Except as otherwise provided in the NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2A: Application of NRAs and Charges

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word “Weight” or the letter “W” appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word “Measurement” or the letter “M” appears next to an article or commodity, measurement rates are applicable without regard to weight.  
NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.  
NRAs indicated by W/M are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

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

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

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

4. An NRA does not include Marine Insurance or Consular fees.

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

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

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

7. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.

8. **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, acts of God, 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, by publication in this Tariff, any affected rate or rates in order to meet such conditions.

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 2-010: Packing Requirements

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

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

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-020: Diversion By Carrier

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-030: U.S. CUSTOMS CLEARANCE FOR EXPORT VEHICLES

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

When requested by shipper, carrier will arrange U.S. Customs clearance for export vehicles. Rate shall be provided in each individual NRA vehicle.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-040: Container Capacity

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-050: Shipper Furnished Containers

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.

B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.

C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.

D. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdship of the container offered for shipment.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-060:	Measurement And Weight

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

1. All packages will be measured in inches and weight in Kilograms.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in inches (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to four decimal places.

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MIS-DESCRIPTION, UNDERWEIGHTS AND UNDER-MEASUREMENT

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-070:	Overweight Containers

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-080:	Shipper's Load And Count

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

Carrier will not be directly or indirectly responsible for:

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-090:	Diversion of Cargo (By Shipper or Consignee)

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

### A. Definition of Diversion:

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

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.

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

5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.

6. Diversion charges or administrative charge are payable by the party requesting the diversion.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-100:	Security Fee

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Security Fees are applicable on shipments and identified in each individual NRA.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-110:	Restricted Articles

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Except as otherwise provided in each individual NRA, the following articles will not be accepted for transportation:

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-120: Freight All Kinds (FAK)

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-140: AES USA EXPORT SHIPMENTS

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: ONTARIO LTD. D/B/A QTREX INTERNATIONAL  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-150: DOCUMENTATION FEE

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Document fees are considered origin and destination local charges and shall be for the account of the cargo and are included in the individual NRA, if any.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-160: AMS CHARGES

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

AMS charges are applicable on all import shipments and identified in each individual NRA.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

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

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

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

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

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

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

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

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

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal

action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

#### E. INDEMNIFICATION OF CARRIER.

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

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-180:	U.S. CUSTOMS RELATED CHARGES

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-190:	FDA PRIOR NOTICE

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

#### A. Prior Notice and Registration Requirements:

Pursuant to Code of Federal Regulations, 21 C.F.R. Parts 1 and 20, the Food and Drug Administration ("FDA") must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

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

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

C. Evidence of Compliance:

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

D. Failure to Comply:

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-200:	Cargo Roll-Over Fee

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Carrier will require complete and accurate shipping instructions by the “Document Due by Date” mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the “Document Due By date”, cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account. A Cargo Roll-Over Fee of \$200.00 shall be charged.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-210:	Free Time Detention / Demurrage / Storage

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Per Diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day

Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 3: Rate Applicability Rule

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 4: Heavy Lift

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Heavy Lift charges are applicable and shall be included in the individual NRA.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 5: Extra Length

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

An Over Length surcharge will apply to any single piece 12 feet and over and shall be included in the individual NRA.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 6: Minimum Bill of Lading Charges

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

None

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 7: Payment of Freight and Charges

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

### A. CURRENCY

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

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

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

### C. METHODS OF PAYMENT

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

### D. PREPAID FREIGHT

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

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: 0

Rule 8: Bill of Lading

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Carrier's bill of lading, front and back provided herein:

[RETURN TO TABLE OF CONTENT](#)



COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall 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 1904-1915 (hereafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). 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 Carrier.

(2) DEFINITIONS:

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

2.2 "Carrier" means Express Consolidation Systems, Corp. DBA ECS 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, the owner of the goods or person entitled to the possession of the Goods, the servants or agents of any of the above, 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" means 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. 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 unworkable, impracticable, unprofitable, 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 whatsoever 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 and 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, storage or unloading of the goods by or on behalf of Merchant;

(d) inherent vice of the goods;

(e) lack of 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 basis 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 valuables, including the 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 government agencies prior to lading of the Goods including, without limitation, precise commodity description and quantities, 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 or lack of timely presentation of such information.

(9) CARRIER'S CONTAINERS:

If goods are received by Carrier not already packed in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for expense and 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 correct and proper and that the stowage and sealing 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, 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, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's seaworthiness.

(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 packages 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 by 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, Carrier, 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 actual and the declared value 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 or 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 required 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 1-1/2% per month shall run from the date when freight and charges are due. Payment of interest upon Carrier by the freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods. Returned checks shall be subject to a \$100 fee.

16.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any 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 the government or any other authority in connection with 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 on 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, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

(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:

This contract is to be governed by the laws of the State of New Jersey with the exception of its conflict of laws principles. All disputes arising from the shipment to which this bill of lading pertains may only be instituted in the United States District Court for the District of New Jersey, which shall have exclusive jurisdiction over such disputes. Merchant and Carrier agree that they are each personally subject to the jurisdiction of that court.

(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 other 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 Carrier's tariffs may be obtained from Carrier or its agents or from Carrier's website, the address of which is set forth on the U.S. Federal Maritime Commission's website at www.fmc.gov.

(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.

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 9: Freight Forwarder Compensation

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 10: Surcharges, Assessorial and Arbitraries

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's and shall be for the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 11: Minimum Quantity Rates

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Not applicable.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 12: Ad Valorem Rates

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped 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 five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 13: Transshipment

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 14: Co-Loading in Foreign Commerce

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

(1) The Carrier from time to time tenders cargo for co-loading.

(2) Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time:

(3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.

(4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.

(5) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for co-loading.

(6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 15: Open Rates in Foreign Commerce

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 16: Hazardous Cargo

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

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

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

1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids

5 - Oxidizing Substances and organic peroxide

4 - Poison and infectious substance

5 - Radioactive substance

6 - Corrosives

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

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

[RETURN TO TABLE OF CONTENT](#)

### Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 17: Free Time and Demurrage

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

[RETURN TO TABLE OF CONTENT](#)

### Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

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Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

### Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 19: Shippers Requests in Foreign Commerce

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

### Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 20: Overcharge Claims

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

A. Bill of Lading Commodity Description

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

B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking a refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, 800 North Capital St., Washington, DC 20573, within three years of the date of cause of action occurs.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 21: Use of Carrier Equipment

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 22: Automobile Rates in Domestic Offshore Commerce

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 23: Carrier Terminal Rules and Charges

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100: EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 23-01: Destination Terminal Handling Charges (DTHC)

**Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014**

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

**001268-100:** EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 24:** NVOCCs in Foreign Commerce: Bonds and Agents

**Effective:** 15AUG2014 **Thru:** NONE **Expires:** NONE **Publish:** 15AUG2014

### A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

### 2. Bond No. 90511

3. Issued By: Navigators Insurance Company  
One Penn Plaza  
New York, NY 10119

### B. Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Gwen Beharry, 184-17, 89<sup>th</sup> Avenue, Hollis, NY 11423; Carrier is a foreign registered ocean transportation intermediary, (See Title Page and/or Tariff Record).

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

**001268-100:** EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 25:** Certification of Shipper Status in Foreign Commerce

**Effective:** 15AUG2014 **Thru:** NONE **Expires:** NONE **Publish:** 15AUG2014

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

**001268-100:** EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 26:** Reserved For Future Use

**Effective:** 15AUG2014 **Thru:** NONE **Expires:** NONE **Publish:** 15AUG2014

Reserved for future use

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

**001268-100:** EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 27:** Loyalty Contracts in Foreign Commerce

**Effective:** 15AUG2014 **Thru:** NONE **Expires:** NONE **Publish:** 15AUG2014

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:	EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 28:	Definitions

Effective: 15AUG2014 Thru: NONE Expires: NONE Publish: 15AUG2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLISHING CARRIER** - means Express Consolidation Systems Corp. DBA ECS, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License and Organization No. 001268N.

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

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

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

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

[RETURN TO TABLE OF CONTENT](#)

## Tariff Rule Information

001268-100:

EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 29:

ABBREVIATIONS, CODES AND SYMBOLS

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### EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	KDF	Knocked Down Flat
AI	All Inclusive	Kilos	Kilograms
BF	Board Foot or Board Feet	K/T	Kilo Ton
B/L	Bill of Lading	LCL or LTL	Less than Container Load
BAF	Bunker Adjustment Factor	LS	Lumpsum
BM	Board Measurement	L/T	Long Ton (2240 Lbs)
C	Change in tariff Item	M	Measure
CAF	Currency Adjustment Factor	Max	Maximum
CBM, CM or M3	Cubic Meter	MBF or MBM	1,000 Feet Board Measure
CC	Cubic Centimeter	Min	Minimum
CFS	Container Freight Station	MM	Millimeter
CFT	Cubic Foot or Cubic Feet	MQC	Minimum Quantity Commitment
CLD	Chilled	N/A	Not Applicable
CM	Centimeter	NRA	Negotiated Rate Arrangements
CU	Cubic	NSA	NVOCC Service Arrangements
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
E	Expiration	Pkg	Package or Packages
ET	Essential Terms	PRC	People's Republic of China
Etc	Et Cetera	PRVI	Puerto Rico and U.S. Virgin Islands
FAK	Freight All Kinds	R	Reduction
FAS	Free Alongside Ship	RE	Reefer / Refrigerated
FB	Flat Bed	R/T	Revenue Ton
FCL	Full Container Load	RY	Rail Yard
FEU	Forty Foot Equivalent Unit	SL&C	Shipper's Load and Count
FI	Free In	Sq. Ft	Square Foot or Square Feet
FIO	Free In and Out	S/T	Short Ton (2000 lbs.)
FIOS	Free In, Out and Stowed	SU or S/U	Set Up
FO	Free Out	TEU	Twenty Foot Equivalent Unit
FOB	Free On Board	THC	Terminal Handling Charge
FMC	Federal Maritime Commission	TRC	Terminal Receiving Charge
FR	Flat Rack	USA	United States of America
Ft	Feet or Foot	USD	United States Dollars
GOH	Garment on Hanger	VEN	Ventilated
H	House	VIZ	Namely
HAZ	Hazardous	VOL	Volume
I	New or Initial Tariff Matter	W	Weight
K/D	Knocked Down	W/M	Weight/Measure

[RETURN TO TABLE OF CONTENT](#)

## **Tariff Rule Information**

**001268-100:** EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100  
**Amendment No.:** O  
**Rule 30:** Access to Tariff Information

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This tariff is published on the web at: <https://www.ecs-shipping.com/>. Please refer to the tariff profile or title page for additional contact information.

[RETURN TO TABLE OF CONTENT](#)

## **Tariff Rule Information**

**001268-100:** EXPRESS CONSOLIDATION SYSTEMS CORP. DBA ECS  
NRA RULES TARIFF NO. 100  
**Amendment No.:** O  
**Rule 31-200:** Reserved for Future Use

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Rules 31-200 reserved for future use.

[RETURN TO TABLE OF CONTENT](#)

