

BENNETT INTERNATIONAL TRANSPORT, L.L.C.
ORIGINAL TITLE PAGE

FMC No.: 021108-100

Non-Vessel Operating Common Carrier

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Controlled Carrier Status: N

TITLE PAGE

TARIFF NO. 100
NRA Governing Rules Tariff
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
(AS SPECIFIED IN RULE 1)
AND
WORLD PORTS AND POINTS
(AS SPECIFIED IN RULE 1-A)

BENNETT INTERNATIONAL TRANSPORT, L.L.C. is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC license number 021108NF.

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 non-exclusive use of Negotiated Rate Arrangements (“NRAs”).

Negotiated Rate Arrangement (“NRA”) means the written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the 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 response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper 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 The terms contained in the writings shall be a valid offer for thirty (30) days from the offer date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo.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 of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper must provide these by separate writing which shall be considered part of the NRA.

All origin, destination local terminal and/or port charges are shall apply to 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).

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TARIFF DETAILS

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ORGANIZATION INFORMATION

NUMBER: **021108-100**
NAME: **BENNETT INTERNATIONAL TRANSPORT, L.L.C.**
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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O Table of Contents

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Amendment No.: 0

Rule 1: Scope

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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
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
New Orleans, LA
Tampa, FL
Mobile, AL

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

Los Angeles, CA
Long Beach, CA
Oakland, CA
San Francisco, 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.

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Rule 1-A: Worldwide Ports and Points

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This tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs between World Inland Points apply via Base Ports.

WORLDWIDE PORTS AND POINTS:

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

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

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

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

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

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

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

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

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

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

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

South China Sea - Includes Ports in Malaysia, Singapore and Thailand and Inland Points Via such Ports.

Indonesia - Includes Ports in Indonesia and Inland Points Via such Ports.

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

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

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

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

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

Venezuela - Includes Ports in Venezuela and Inland Points Via such Ports.

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

Canada - Includes Ports in Canada and Inland Points Via such Ports.

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Rule 1-B: Intermodal Service

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Intermodals through rates are single-factor through rates and apply only from, to and via the ports and points specifically filed in the individual NRA.

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Rule 2: Notice to Tariff Users

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

- 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 non-exclusive use of Negotiated Rate Arrangements (“NRAs”).
- b. NVOCC 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).
- c. Carrier’s Rules are provided free of charge to Shipper at <http://www.bennettig.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 response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper 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 offer date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier reserves the right to extend the terms of the NRA. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper 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. All origin and destination local and terminal charges shall apply to the account of the cargo whether or not included in this Rules Tariff.

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021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2A: Application of NRAs and Charges

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NRAs apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Points at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges which are established by Customs of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof.

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

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

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) 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 are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs.

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

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. (See item 11, re: Advanced Charges.)

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

3. NRAs do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the Carrier.

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

5. Except as otherwise provided, NRAs apply only to the commodity named.

6. Wherever NRAs are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA are provided for such parts.

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

8. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge shall 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 shall be applied to the account of the cargo.

9. Types of service are provided in each individual NRA.

10. SERVICE OPTIONS:

Service options are provided in each individual NRA.

11. ADVANCED CHARGES

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

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NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-010: Packing Requirements

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MARKING OF FREIGHT

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

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Rule 2-020: Diversion By Carrier

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

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier 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.

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Rule 2-030: Reserved for Future Use

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Rule 2-040: Container Capacity

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Containers sizes, types, temperatures and service types are indicated in each individual NRA.

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Rule 2-050: Shipper Furnished Containers

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In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers only if specified in the individual NRA. When shipper furnished containers are utilized the underlying Carrier's rules, authorization and charges shall apply and stipulated in the individual NRA.

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Rule 2-060: Measurement And Weight

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.
2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

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Rule 2-070: Overweight Containers

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

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

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Amendment No.: O
Rule 2-080: Shipper's Load And Count

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

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.

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NRA RULES TARIFF NO. 100 - Between (US and World)
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Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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 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.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-100: Mixed Shipments

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-110: Restricted Articles

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Except as otherwise provided, 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.

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-120:	Freight All Kinds (FAK)

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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.

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-130:	ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-140:	AES USA EXPORT SHIPMENTS

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. 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.

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-150:	DOCUMENTATION FEE

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Document fees are considered origin and destination local charges and shall be applied whether or not included in this Rules Tariff or in quotations.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-160: AMS CHARGES

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. AMS charges are considered origin and destination local charges which shall apply whether or not included in this Rules Tariff or in quotations.
2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be USD \$50 per correction
3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.
4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.
5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. Customs as follows:
If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.
6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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.

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-180:	U.S. CUSTOMS RELATED CHARGES

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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.

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-190:	FDA PRIOR NOTICE

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

A. Prior Notice and Registration Requirements:

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

B. Responsibility for Prior Notice and Registration:

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

C. Evidence of Compliance:

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

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. -D/B/A- - NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-200:	Cargo Roll-Over Fee

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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 \$300.00 shall be charged.

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Tariff Rule Information

021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-210:	Free Time Detention / Demurrage / Storage

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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 4 working days from pick up of equipment, thereafter USD 150.00 per day

Import: Demurrage, free time shall be 4 working days from availability of equipment at the port, thereafter USD 150.00 per day. Import or Export of Special Equipment types, such as Refrigerated cargo shall be, 2 working days, thereafter 250.00 per day.

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021108-100:	BENNETT INTERNATIONAL TRANSPORT, L.L.C. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 3:	Rate Applicability Rule

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 4: Heavy Lift

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Not Applicable.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 5: Extra Length

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Not Applicable.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 6: Minimum Bill of Lading Charges

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

None.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 7: Payment of Freight Charges

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

A. CURRENCY

Rules 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 provided, 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 CONVERTABILITY:

1. Conversion Provisions:

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

Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
Amendment No.: O NRA RULES TARIFF NO. 100 - Between (US and World)
Rule 8: Bill(s) of Lading Front/Face

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013
 Carrier's bill of lading, Front and Back provided herein:

BILL OF LADING ORIGINAL				
Shipper:		Document No.:	Bill of Lading No.:	
Consignee:			Forwarding Agent:	
Notify Party:			Fmc No.: 3854NF	
Pre-carriage by:		Place of Receipt:	Export References:	
Vessel/Voyage:		Port of Loading:	Point and Country of Origin:	
Port of Discharge:		Place of Delivery:	Onward Inland Routing:	
Container & Seal Number Marks & Numbers	No of Pkgs	Description of Package and Goods	Gross Weight	Measurement
FREIGHT AND CHARGES:		Excess Value Declaration: Refer to clause 6(4) (B) + (C) on reverse side		
Ocean Freight: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> Destination Terminal & Handling: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/>		<small>RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS whereof 0 (zero) bills of lading all of this tenor and date have been signed, one of each being accomplished, the others to stand void. If required by the Carrier one(1) original Bill of Lading surrendered duly endorsed in exchange for the Goods or delivery order.</small> Dated At: On: By:		

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 only if the transport is 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 1900-1915 (hereinafter, "COGSA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to the carriage of goods by sea in such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

(2) **DEFINITIONS:**
2.1 "Ship" means the vessel named in this Bill of Lading, of any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.
2.2 "Carrier" means Bennett International Transport, LLC. On whose behalf this Bill of Lading is being signed.
2.3 "Merchant" includes the Shipper, the Receiver, the Consignee, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of this contents of such sealed container on this bill of lading.
2.5 "Container" includes any container, portable tank, left 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 packed on the face of this Bill of Lading and, if the cargo is described into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well as the contents thereof.
(3) **SUBCONTRACTING:**
Carrier shall be entitled to subcontract directly or indirectly on its 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 whatsoever has 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 flat tops, dry dock, get 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 attempts 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 is evidenced by the Bill of Lading in the opinion of Carrier to be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to:
(a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or
(b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to sue 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 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 however given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance or the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of or in compliance with any such order, direction, regulation, or suggestion, 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 Unless otherwise provided, Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.
6.2 If it is established that the loss of or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.
6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:
(a) cannot be departed from by private contract to the detriment of Merchant; and
(b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received 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 delay in the delivery of the goods.
6.6 Carrier shall not be liable for any loss or damage arising from:
(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge;
(b) compliance with the instructions of any person authorized to give them;
(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant;
(d) inherent vice of the goods;
(e) lack 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.

7.1 Subject to any limitations or exceptions which may apply, 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 or against, 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 or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) **COMPENSATION FOR LOSS AND DAMAGE:**
7.1 Subject to any limitations or exceptions which may apply, 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, with the consent of Carrier, and the declared value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. If any particular 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 that the Shipper declares the value on the face hereof and pays additional charges on such declared value stated in the bill of lading. Freight charges on sealed containers when no higher valuation is declared by the Shipper are based on a value of US\$500 per container. However, Carrier shall not be liable for any loss or damage greater than the actual loss to the persons entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing same to the satisfaction of the consignee.

(8) **AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT:** If the Shipper desires to be covered for a valuation in excess of that allowed by the carrier's applicable tariff, the Shipper and Shipper must stipulate in Carrier's Bill of Lading on the front of the Bill of Lading, covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein. 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 bill, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and the base rate of value. The actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

7.2 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.
7.4 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.
7.5 Carrier will not arrange for insurance on the goods except upon express written instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment and subject to Carrier's agreement.

(9) **DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS:**
Carrier is responsible for transmitting information to U.S. Customs prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee 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.

(10) **CARRIER'S INCENTIVES:**
If goods are not received by Carrier already in containers, Carrier to 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.
(11) **CONTAINER PACKED BY MERCHANT:**
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 handling of the containers are safe and proper and suitable for sea carriage and unloading and indemnifies Carrier for any injury, loss of 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.
(12) **DANGEROUS GOODS:**

11.1 Merchant may not tender goods of a dangerous nature without written application to 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 the ship, or other cargo, Carrier may dispose of the goods without compensation to Merchant shall indemnify Carrier for any loss or expenses arising from such action.
(12) **DICK 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 of goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) **HEAVY LIFT:**
13.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing to Carrier at the time of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.
13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to 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:**
14.1 Merchant's 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 shall not be affected by the fact that the goods have been made to Merchant, or any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the provisions of the port of discharge or place of delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, Merchant shall be deemed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(15) **FORCE 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:**
(17) **FORCE OF RECEIPT:**
The basis of the particulars of the goods furnished by Merchant, which shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, as value as furnished by him at the time of receipt of the goods by the Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant upon containers or packages 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 charges not previously paid and the amount of the balance due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, and 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 apply under any circumstance be binding upon Carrier unless in writing Carrier specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff pursuant to 46 C.F.R. §520 and/or subject to 46 C.F.R. §512.162 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

16.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.
16.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

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

such sale to the payment amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.
(18) **TIME BAR:**
Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for enforcement claims shall be 36 months.

(19) **JURISDICTION:**
The State Court of Henry County, Georgia and the U.S. District Court for the Northern District of Georgia-Atlanta Division shall have exclusive jurisdiction over any dispute arising from the carriage evidence by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of such State and U.S. District courts as being the forum having jurisdiction over their disputes under this clause, and hereby waive any objections thereto. Except as otherwise provided in this Bill of Lading, the laws of the State of Georgia shall apply.

(20) **GENERAL AVERAGE:**
20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.
20.2 In the event of accident, damage 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 such loss or expense of General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging 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 either vessel and/or 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, receipted and 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 charterers of either vessel are negligent or at fault, in addition to, the colliding ships or objects are at fault with respect to a collision or contact.
(22) **CARRIER'S 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 web site, the address of which is set forth on the U.S. Federal Maritime Commission's web site at www.fmc.gov.

(23) **GOODS OF A PERISHABLE NATURE:**
23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is a specific instruction on the face of this Bill of Lading that the goods be carried in a refrigerated, heated, electronically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for 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 on 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.
(24) **SEVERABILITY:**
24.1 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 thermometric 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 stored in the container and that their thermometric controls have been adequately set before receipt of the goods by Carrier.

23.2 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been pre-treated for stuffing at or below its designated 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.
(25) **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.
(26) **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.
(27) **FORCE MAJEURE**
Without prejudice to any rights or privileges of the carrier under covering bill of lading, deck receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, wartime operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbor disturbances, widespread electrical power failures affecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and effecting the carrier's operations, the carrier reserves the right to accept any outstanding booking or contract of carriage, or to route shipments by any other means of transportation, whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading tariff that are applicable to actual routing of the cargo.

WDC-25823-1

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 9: Freight Forwarder Compensation

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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.

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 10: Surcharges and Arbitraries

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

All surcharges are identified in each individual NRA and shall apply to the account of the cargo.

Alameda Corridor Charges:

Unless otherwise specified, all rail cargo moving through the ports of Los Angeles and Long Beach, through or into Southern California, whether or not actually carried over the Alameda Corridor, shall be subject to Alameda Corridor Charges as follows:

\$30.00 per 20' Standard Container

\$40.00 per 40' Standard and HC Container

\$50.00 per 45' HC Container

A Peak Season Surcharge shall apply as follows:

\$300.00 per 20' Container

\$450.00 per 40' Container

\$600.00 per 40' HC Container

\$800.00 per 45' Container

An Emergency Bunker Surcharge shall apply as follows:

\$300.00 per 20' Container

\$450.00 per 40' Container

\$600.00 per 40' HC Container

\$800.00 per 45' Container

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 11: Minimum Quantity Rates

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

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Tariff Rule Information

021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 12: Ad Valorem Rates

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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 8-10.

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.

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Rule 13: Transshipment

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Not Applicable.

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021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 14: Co-Loading in Foreign Commerce

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

- (1) The Carrier from time to time tenders cargo for co-loading.
- (2) From time-to-time, Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following licensed/registered NVOCCs:
- (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.

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Amendment No.: O

Rule 15: Open Rates in Foreign Commerce

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021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
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Amendment No.: O

Rule 16: Hazardous Cargo

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

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Rule 17: Green Salted Hides in Foreign Commerce

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Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

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021108-100: BENNETT INTERNATIONAL TRANSPORT, L.L.C.
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Amendment No.: O
Rule 19: Shippers Requests in Foreign Commerce

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Shipper request 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.

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Rule 20: Overcharge Claims

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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 of overcharge in weight certified invoice or weighers 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 the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

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Rule 21: Use of Carrier Equipment

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

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Rule 22: Automobile Rates in Domestic Offshore Commerce

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Rule 23: Carrier Terminal Rules and Charges

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

Carrier does not operate terminals at origin or destination. Except as otherwise provided in each individual NRA, all shipments will be subject to the origin and destination terminal and local charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.

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Rule 23-01: Destination Terminal Handling Charges

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

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NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O
Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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. 570285**

3. Issued By: American Alternative Insurance Corporation
555 College Road East
Princeton, New Jersey 08543
Tel : 800-305-4954

B. Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable. Carrier is domiciled in the U.S. (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 affected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

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Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.
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Rule 27: Loyalty Contracts in Foreign Commerce

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Amendment No.: O
Rule 28: Definitions

Effective: 01JUL2013 Thru: NONE Expires: NONE Publish: 01JUL2013

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.

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 Bennett International Transport, L.L.C., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 021108.

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

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

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

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

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Rule 29:	ABBREVIATIONS, CODES AND SYMBOLS

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EXPLANATION OF ABBREVIATIONS

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

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NRA RULES TARIFF NO. 100

Amendment No.: O

Rule 30: Access to Tariff Information

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This tariff is published on the Internet web site of Bennett International Transport, L.L.C. at: www.bennettig.com

Interested parties should contact Tricia Reynolds by email at tricia.reynolds@bennettig.com concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

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Rule 31-200: Reserved for Future Use

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Rules 31-200 reserved for future use.

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