

OCEAN BLUE EXPRESS, INC.
TARIFF NO. 002

ORIGINAL TITLE PAGE

FMC ORG. No. 019690
NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATES: 15JUN2023
PUBLISHED DATE: 15JUN2023
EXPIRATION DATE: NONE

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 019690-002
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)

Ocean Blue Express, Inc., is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC license number 019690NF and FMC Organization No. 019690.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation). Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the Carrier. **NOTE: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The terms contained in the NRA writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for the shipment constitutes final acceptance by Shipper or Consignee of the NRA offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC. For any pass-through charge for which a specific amount is not included in the NRA or the rules tariff, the NVOCC may invoice the shipper for charges the NVOCC incurs, with no markup. The NRA may list the additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the NVOCC's rules tariff.

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TARIFF DETAILS

Tariff Number: **002**
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**
EFFECTIVE: 15JUN2023
THRU: None
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PUBLISH: 15JUN2023
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ORIGINAL ISSUE: 15JUN2023
WEIGHT RATING: 000KGS
VOLUME RATING: 1CBM
TARIFF TYPE: GOVERNING NRA RULES TARIFF
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

NUMBER: 019690
NAME: OCEAN BLUE EXPRESS, INC.
TRADE NAME:
TYPE: NON-VESSEL OPERATING COMMON CARRIER
HDQ. COUNTRY: USA
HOME OFFICE: COMPTON, CA
PHONE: 310-719-2500
EMAIL: SCHI@OCEANBLUEXP.COM

Tariff Rule Information

FMC ORG. NO. 019690: OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO.:
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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002 - Between (US and World)
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
Chester, PA
Charleston, SC
Jacksonville, FL
Miami, FL
New York, NY
Newark, NJ
Norfolk VA
Philadelphia, PA
Savannah, GA
Wilmington, NC

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

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

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

Port Hueneme, CA
Los Angeles, CA
Long Beach, CA
Oakland, CA
San Francisco, CA
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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FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. 0
Worldwide Ports and Points

Rule I-A:
Effective: 15JUN2023

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Except as otherwise provided this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points

AFGHANISTAN	CLIPPERTON	GRENADA	LUXEMBOURG
ALBANIA	ISLAND	GUADELOUPE	MACAU
ALGERIA	COCOS (KEELING)	GUAM	MADAGASCAR
AMERICAN	ISLANDS	GUATEMALA	MALAWI
SAMOA	COLOMBIA	GUERNSEY	MALAYSIA
ANDORRA	COMOROS	GUINEA	MALDIVES
ANGOLA	CONGO	GUINEA BISSAU	MALI
ANGUILLA	COOK ISLANDS	GUYANA	MALTA
ANTARCTICA	CORAL SEA	HAITI	MAN ISLE OF
ANTIGUA AND	ISLANDS	HEARD ISLAND	MARSHALL
BARBUDA	COSTA RICA	AND MCDONALD	ISLANDS
ARGENTINA	CUBA	ISLA	MARTINIQUE
ARUBA	CYPRUS	HONDURAS	MAURITANIA
ASHMORE AND	CZECHOSLOVAKI	HONG KONG	MAURITIUS
CARTIER ISLANDS	A	HOWLAND	MAYOTTE
AUSTRALIA	DENMARK	ISLAND	MEXICO
AUSTRIA	DJIBOUTI	HUNGARY	MIDWAY ISLANDS
BAHAMAS THE	DOMINICA	ICELAND	MONACO
BAHRAIN	DOMINICAN	INDIA	MONGOLIA
BAKER ISLAND	REPUBLIC	INDONESIA	MONTSERRAT
BANGLADESH	ECUADOR	IRAN	MOROCCO
BARBADOS	EGYPT	IRAQ	MOZAMBIQUE
BASSAS DA INDIA	EL SALVADOR	IRAQ SAUDI	NAMIBIA
BELGIUM	EQUATORIAL	ARABIA NEUTRAL	NAURU
BELIZE	GUINEA	ZONE	NAVASSA ISLAND
BENIN	ETHIOPIA	IRELAND	NEPAL
BERMUDA	EUROPA ISLAND	ISRAEL	NETHERLANDS
BHUTAN	FALKLAND	ITALY	NETHERLANDS
BOLIVIA	ISLANDS (ISLAS	IVORY COAST	ANTILLES
BOTSWANA	MALVIN	JAMAICA	NEW CALEDONIA
BOUVET ISLAND	FAROE ISLANDS	JAN MAYEN	NEW ZEALAND
BRAZIL	FEDERATED	JAPAN	NICARAGUA
BRITISH VIRGIN	STATES OF	JARVIS ISLAND	NIGER
ISLANDS	MICRONESIA	JERSEY	NIGERIA
BRUNEI	FIJI	JOHNSTON ATOLL	NIUE
BULGARIA	FINLAND	JORDAN	NORFOLK ISLAND
BURKINA	FRANCE	JUAN DE NOVA	NORTHERN
BURMA	FRENCH GUIANA	ISLAND	MARIANA
BURUNDI	FRENCH	ISLANDS	ISLANDS
CAMBODIA	POLYNESIA	KENYA	NORWAY
CAMEROON	FRENCH	KINGMAN REEF	OMAN
CANADA	SOUTHERN AND	KIRIBATI	PAKISTAN
CAPE VERDE	ANTARCTIC	KOREA	PAKISTAN
CAYMAN ISLANDS	GABON	DEMOCRATIC	PALMYRA ATOLL
CENTRAL	GAMBIA THE	PEOPLES REP	PANAMA
AFRICAN	GAZA STRIP	KOREA REPUBLIC	PAPUA NEW
REPUBLIC	GERMANY	OF	GUINEA
CHAD	GHANA	KUWAIT	PARACEL
CHILE	GIBRALTAR	LAOS	ISLANDS
CHINA	GLORIOSO	LEBANON	ISLANDS
CHRISTMAS	ISLANDS	LESOTHO	PARAGUAY
ISLAND	GREECE	LIBERIA	PERU
	GREENLAND	LIBYA	PHILIPPINES
		LIECHTENSTEIN	PITCAIRN
			ISLANDS

POLAND
PORTUGAL
PUERTO RICO
QATAR
REUNION
ROMANIA
RWANDA
SAN MARINO
SAO TOME AND
PRINCIPE
SAUDI ARABIA
SENEGAL
SEYCHELLES
SIERRA LEONE
SINGAPORE
SOLOMON
ISLANDS
SOMALIA
SOUTH AFRICA
SOUTH GEORGIA
AND THE SOUTH
SA

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SPAIN
SPRATLY ISLANDS
SRI LANKA
ST HELENA
ST KITTS AND
NEVIS
ST LUCIA
ST PIERRE AND
MIQUELON
ST VINCENT AND
THE GRENADINES
SUDAN
SURINAME
SVALBARD
SWAZILAND
SWEDEN
SWITZERLAND
SYRIA
TAIWAN
TANZANIA
UNITED REPUBLIC
OF

THAILAND
TOGO
TOKELAU
TONGA
TRINIDAD AND
TOBAGO
TROMELIN
ISLAND
TRUST
TERRITORY OF
THE PACIFIC
TUNISIA
TURKEY
TURKS AND
CAICOS ISLANDS
TUVALU
UGANDA
UNION OF SOVIET
SOCIALIST REPU
UNITED ARAB
EMIRATES
UNITED KINGDOM

URUGUAY
USA
VANUATU
VATICAN CITY
VENEZUELA
VIETNAM
VIRGIN ISLANDS
WAKE ISLAND
WALLIS AND
FUTUNA
WEST BANK
WESTERN
SAHARA
WESTERN SAMOA
YEMEN
YUGOSLAVIA
ZAIRE
ZAMBIA
ZIMBABWE

Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 1-B: Intermodal Service

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

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FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 2: Notice to Tariff Users

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”).

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

c. Carrier’s Rules are provided free of charge to Shipper and Consignee at www.oceanbluexp.com containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of Carrier.

d. Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the Carrier. **NOTE: “THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

e. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.

f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002-Between (US and World)
AMENDMENT NO. O
Rule 2A: Application of NRAs and Charges

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided and agreed.

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.

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

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

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

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

4. NRAs do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

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

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

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

9. 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, natural disasters, 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."

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

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

11. TYPES OF SERVICE PROVIDED

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

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

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

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

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

12. SERVICE OPTIONS:

a. The following service types are available in this tariff.

Container Yard (Y)

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

Container Freight Station (S)

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

Door (D)

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

Ocean Port (O)

If applicable, Ocean Port rates may apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIPI Service, from Asia to USA

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

13. 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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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002-Between (US and World) AMENDMENT NO. 0
Rule 2-010:	Packing Requirements

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1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless it is packed 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.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or kilos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002-Between (US and World)
AMENDMENT NO. O
Rule 2-020: Diversion By Carrier

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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 in 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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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002-Between (US and World)
AMENDMENT NO. O
Rule 2-030: Mixed Commodity Rates

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When mixed shipments contain commodities subject to different rates named in an NRA governed by this Tariff, the separate rate applicable for each commodity will be assessed, subject to the highest minimum quantity provided for any commodity in the shipment.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 2-040: Container Capacity

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

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

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FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002-Between (US and World)
AMENDMENT NO. O
Rule 2-050: Shipper Furnished Containers

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

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

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

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

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

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FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-060:	AMENDMENT NO. O Measurement And Weight

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

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 centimeters and weight in kilograms. Other references to measurement and weight will be stated in an NRA.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-070:	AMENDMENT NO. O Overweight Containers

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

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 the account of the cargo.

The party responsible (i.e., merchant, 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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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-080:	AMENDMENT NO. O Shipper's Load And Count

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

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

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FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-090:	AMENDMENT NO. O Diversion of Cargo (By Shipper or Consignee)

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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:

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

B. Conditions:

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

3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charges are payable by the party requesting the diversion.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-100:	AMENDMENT NO. O Security Fees

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-110:	AMENDMENT NO. O Restricted Articles

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)

Rule 2-120: AMENDMENT NO. O
Freight All Kinds (FAK)

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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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FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)

Rule 2-130: AMENDMENT NO. O
Alternate Rate/Service Levels: Economy, Regular, Premium

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

Different levels of Service may be offered by the Carrier. Unless otherwise specified in the individual NRA, NRAs are applicable for Regular Service. The following are the various levels of rate service:

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules and/or actual vessel carrier's sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified.

2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.

3. Economy - Shipper/Consignee requests carrier to provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

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FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)

Rule 2-140: AMENDMENT NO. O
ACE USA Export Shipments

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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 Commercial Environment (ACE) regulations. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs via ACE, and/or consular documents covering the shipment. The Carrier may verify the Bill of Lading description with any of the above shipping documents or information to insure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the Bill of Lading.

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FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-150:	AMENDMENT NO. 0 Documentation Fee

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-160:	AMENDMENT NO. 0 AMS Processing Fee

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

If applicable, all AMS filing fees for shipments will be provided in individual NRA's. Except as otherwise specifically provided in individual NRAs, all shipments are subject to all applicable U.S. Manifest Processing Fee assessed by the Vessel Carrier and/or the NVOCC, and payable by the Shipper.

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the AMS system, an applicable correction/amendment charge (in addition to all other applicable charges) will be assessed by the Vessel Carrier and/or the NVOCC Carrier named in this Tariff, which shall be paid by the Shipper.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-170:	AMENDMENT NO. 0 Submission of Cargo Declaration Data

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

Pursuant to Customs regulations effective December 2, 2001, 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

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World)
Rule 2-180:	AMENDMENT NO. 0 U.S. Customs Related Charges

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

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

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 2-190:	Lien Notice

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant (shipper, consignee, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor or Lender) in its possession, custody or control or in route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for the applicable state notice period and after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice or other applicable state notice requirement, (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. 0
Rule 2-200:	Cargo Roll-Over Fee

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

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.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 2-210:	Free Time Detention / Demurrage / Storage

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

A. The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" (includes Tank Demurrage) indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred. Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ("holder"). The "Merchant" as defined by the carrier's bill of lading and shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage or storage charges before, during and after the carriage of the cargo.

B. If the Carrier asserts its own demurrage and detention charges in its NRA, NSA or Rules Tariff, its invoice for demurrage and/or detention MUST minimally include the following 13 data elements, pursuant to 46 U.S.C. §41104(d):

1. Date that container is made available.
2. The port of discharge.
3. The container number or numbers.
4. For exported shipments, the earliest return date.
5. The allowed free time in days.
6. The start date of free time.
7. The end date of free time.
8. The applicable detention or demurrage rule on which the daily rate is based.
9. The applicable rate or rates per the applicable rule.
10. The total amount due.
11. The email, telephone number, or other appropriate contact information for questions or requests for mitigation of fees.
12. A statement that the charges are consistent with any of Federal Maritime Commission rules with respect to detention and demurrage.
13. A statement that the common carrier's performance did not cause or contribute to the underlying invoiced charges. Failure to include the above items in a demurrage and/or detention invoice, would result in the elimination of the charged party having to pay the applicable charge pursuant to 46 U.S. Code §41104 (f)

C. If the Carrier is not assessing its own Demurrage and Detention charges but shows as Consignee on the Ocean common carrier's Master bill of lading, Carrier shall timely pass through without mark up, the ocean common carrier's terminal invoices to the consignee on its house bill of lading. The Commission in a Charge Complaint at 46 U.S.C. §41310 may find the Carrier not liable, and the Ocean carrier could be found liable for refunds or penalties.

D. If demurrage/detention invoices do not include the 13 data elements that are referenced in 46 U.S.C. §41104(d) or otherwise may appear to be inaccurate from the vessel operators/terminals, Carrier may return and dispute the non-compliant invoices to the vessel operator/terminal with the opportunity to make any necessary adjustments to have the invoices become compliant under the FMC's new laws and regulations. Carrier may pass through these invoices to shipper for their information only and provide notice to the shipper that that the invoices may be due and payable by the shipper if the subject invoices are disputed by the Carrier and found by the FMC to be compliant with FMC laws and regulations.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 3:	Rate Applicability Rule

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 4:	Heavy Lift and Empty Lifts

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

All applicable chargers for heavy and empty lift shipments will be provided in individual Negotiated Rate Arrangements (NRAs) and shall be for the account of the cargo.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 5:	Extra Length

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

Not Applicable.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 6: Minimum Bill of Lading Charges

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

Any applicable bill of lading charge shall be for the account of the cargo and may be included in the individual NRA, if any.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 7: Payment of Freight Charges

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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. Unless otherwise agreed in an NRA, 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.

G. FREIGHT CHARGES: Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier. In the event the Merchant, shipper, consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Merchant, Shipper and Consignee jointly and severally guarantee and remain liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 8: Bill(s) of Lading Terms and Conditions

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

A copy of Carrier's bill of lading Terms and Conditions are provided herein:

OCEAN BLUE EXPRESS INC.

TERMS AND CONDITIONS

1. **CLAUSE PARAMOUNT:** If this Bill of Lading covers the carriage of goods by sea to or from the United States of America, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods By Sea Act of the United States of America, approved April 16, 1935, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or limitations or an increase of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before the shipment is loaded on and after it is discharged from the vessel and throughout the entire time the goods are in the exclusive custody of the Carrier until made ready for delivery. If this Bill of Lading covers the carriage of Goods by sea to or from non-United States ports, this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and as enacted by the country of shipment or destination and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein made part of this Bill of Lading. When no such enactment is in force in the country of shipment or destination, the Hague-Visby Rules shall apply. The Hague-Visby Rules shall also govern before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the actual custody of the Carrier or its Subcontractors.

2. **DEFINITIONS:** In this Bill of Lading the word "**Vessel**" means the vessel to be used for ocean crossing, named on the face hereof or any substitute ocean vessel actually used, also any feedership, ferry, lighter, or any other watercraft used by the Carrier in the performance in this contract, the word "**Carrier**", means Ocean Blue Express Inc., acting as a non-vessel-operating common carrier as defined under the Shipping Act of 1984 and any amendments thereto, and the Vessel, her owner, demise charterer, if bound hereby, the time charterer, and any substituted ocean carrier, the word "**Merchant**" means and includes the shipper, consignor, consignee, exporter, importer, the holder of this Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, all of whom shall be jointly and severally liable to the Carrier for the payment of all freight, demurrage, detention, and for the performance of the obligations of any of them under this Bill of Lading, , the word "**Goods**" means the whole or any part of the cargo described on the fact of this Bill of Lading and, if the cargo is packed into containers(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well, , the word "**Package**" means the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed and sealed by the Merchant or on its behalf, although the Merchant may have furnished a description of the contents of such sealed container(s) on this Bill of Lading, and the word "**Subcontractor**" means and includes ocean common carriers, stevedores, longshoremen, lighters, terminal operators, warehousemen, truckers, railroads, agents, and any person, corporation or other legal entity that performs any of the Carrier's obligations under this Bill of Lading (whether or not in direct privity of contract with the Carrier), and includes the Subcontractor's own Subcontractor(s).

3. **SUBCONTRACTING; RIGHTS AND DEFENSES OF SUBCONTRACTORS:** A) The Carrier shall be entitled to subcontract on any terms the whole or any part of the receiving, loading, discharge, handling, storage, stowage, carriage, custody or care of the Goods, including all stages of intermodal transportation, and any duty undertaken by the Carrier in relation to the Goods. B) If any claim is made by the Merchant against any Subcontractor, the Subcontractor and the agents of each shall have the benefit of all rights, defenses, exemptions, limitations, conditions, immunities, liberties and statutory protections in this Bill of Lading benefiting the Carrier as if the provisions were expressly for the benefit of the Subcontractor to the fullest extent permitted by the law applicable to Himalaya Clauses.

4. **CARRIER'S RESPONSIBILITY:** A) **PORT TO PORT SHIPMENT:** Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier or its Subcontractors at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Receipt so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant agrees to have the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the Vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others. B) **COMBINED TRANSPORT:** Except as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:

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

(i) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under Clause 1 above had the loss or damage occurred at sea or, if there was no carriage by sea, under the US COGSA or Hague Visby Rules; ii) where under (1) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage; and iii) where the Hague Visby Rules (or any legislation applying such rules or Hague-Visby Rules such as COGSA is not compulsorily applicable, the Carrier's liability shall not exceed US \$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

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

(i) The liability of the Carrier shall be determined by the provisions contained in any international convention of national law of the country which provisions cannot be departed from by private contract to the detriment of the Merchant and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable; and ii) where (i) above does not apply and liability of the Carrier shall be determined by Clause 1.

C) **DELIVERY OF CARGO:** Immediately upon arrival of the Vessel at the Port of Discharge, the Carrier may without giving notice either of arrival or discharge, deliver the container(s) and/or goods onto any wharf, craft, or place that the Carrier or port authorities may select and continuously Sundays and Holidays included, in daytime or nighttime, no matter what the state of the weather or custom of the port may be. All lighterage and use of craft in loading and discharging shall be at the risk and expense of the Merchant. It is agreed that delivery by the Carrier in any event shall take place upon discharge from the Vessel to a safe lighter or dock and the responsibility of the Carrier in any capacity shall altogether cease when the Goods have been discharged and possession is received or taken by customs or other authorities, or by the operator or person in charge of any lighter, craft, wharf, store, warehouse, elevator or other facilities, whether selected by the Merchant, or by port authorities or by the Carrier, unless it be shown that any loss or damage to the Goods was caused by the Carrier's negligence in selecting the lighter, dock or warehouse. The burden of establishing such negligence is on the Merchant. D) **DELAY, CONSEQUENTIAL LOSS:** Except as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damages by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for unreasonable delay, liability shall be limited to the freight applicable to the relevant stage of the transport. E) **VALUABLE GOODS:** The Carrier shall not be liable for loss of or damage to or in connection with precious metals or stones, chemicals, jewelry, currency, writings, negotiable instruments, securities, documents, works of art, heirlooms, or any other valuable Goods, including Goods having particular value only for the Merchant, unless the Merchant has declared the nature and value of the Goods in writing before receipt of the Goods by the Carrier or Subcontractor, the nature and value of the Goods have been inserted on the face of this Bill of Lading, and additional freight has been paid as required.

5. **ROUTE OF TRANSPORT; TRANSSHIPMENT; FORWARDING:** A) The scope of the sea voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the advertised, geographical, usual route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge named herein or in a direction contrary there to, or return to the original port, or depart from the direct or customary route and includes all canals, straits, and other waters. The Vessel may call at any port for the purpose of the current voyage, or of a prior or subsequent voyage. The Vessel may omit calling at any port whether scheduled or not, and may call at the same port more than once, may discharge the Goods the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the Goods on board, and before or after proceeding towards the port of discharge, adjust compasses, drydock with or without cargo on board, stop for repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, lie on bottom, aground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The Carrier's sailing schedules are subject to change without notice, both as to sailing date and date of arrival. If this is a Through Bill of Lading, no carrier is bound to transport the shipment by any particular train, truck, aircraft or vessel, or in time for any particular market or otherwise than with reasonable dispatch; no carrier shall be liable for delay and any carrier shall have the right to forward the goods by substitute carrier. B) In any situation whatsoever and whatsoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgement of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the Vessel or any part of her cargo, to make it unsafe, imprudent or unlawful for any reason to receive, keep or load the goods, or commence or proceed on or continue the voyage, or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge in such port, or to give rise to delay or difficulty in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep or load the goods or may devan container(s) contents or any part thereof and may require the shipper, or other persons entitled thereto, to take delivery of the Goods at the port of shipment and upon failure to do so, may warehouse the Goods at the risk and expense of the Merchant; or the Vessel, whether or not proceeding toward or entering or attempting to enter a port of discharge, may discharge the Goods and/or devan the contents of any container(s) at another port, in depot, lighter, craft, or other place, or may forward or transship them or the Carrier or the Master may retain the Goods vanned or unvanned, on board until return of the Vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the Goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge of the Goods or of the forwarding thereof as herein provided. When the Goods are discharged from the ship, as herein provided, they shall be at the risk and expense of the Merchant; such discharging shall constitute delivery and performance under this Bill of Lading and the Carrier shall be freed from any further responsibility, unless it be shown that any loss or damage to the Goods arose from Carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the owner of the Goods. For any service rendered to the Goods as hereinabove provided or for any delay or expense to the vessel causes as a result thereof, the Carrier shall be entitled to a reasonable extra compensation and shall have lien on the Goods for such charge. Notice of disposition of the Goods shall be mailed to the

Merchant. Goods shut out from the Vessel named herein for any cause may be forwarded on a substitute vessel at Carrier's option. In all cases where the Goods are delivered to another carrier, or to a lighter, port authorities, warehouseman, or other bailee, for trans-shipment, the liability of this Carrier shall absolutely cease when the Goods are out of its exclusive possession and shall not resume until the Goods again come into its exclusive possession; and the responsibility of this Carrier during any such period shall be that of an agent of the Merchant, and this Carrier shall be without any other responsibility whatsoever. The carriage by any trans-shipment or on-carrier and all trans-shipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, consignment note, contract or other shipping document used at the time by such carrier.

6. **GOVERNMENT DIRECTIONS:** A) The Carrier and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage. Where the Carrier delivers the Goods to person(s) charged by the law, custom, or usage of the port with the duty to receive the Goods and distribute them to the Merchant, the same shall constitute due delivery under this Bill and thereupon the liability of the Carrier in respect of the Goods shall entirely cease. B) In addition to all other liberties herein, the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority or either of them, In any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

7. **MERCHANTS RESPONSIBILITY:** A) Merchants and their agents shall be jointly and severally liable to Carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container or the Goods before delivery to the Carrier at the port of loading. If the Goods are delivered in a container, the Merchant undertakes to return the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier for any injury, loss or damage, including fines arising from Merchant's failure to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container tare weight and cargo weight) and also for any kind of rerouting of the Goods at the Merchant's request or for any other act, fault or neglect of the Merchant, his agent or his servants for which the Carrier may become liable. If the container is discharged from the vessel with seals intact, the Carrier shall not be liable for any loss or damage to contents of container unless it be proven that such loss or damage was caused by the Carrier's negligence. B) Merchant shall defend, indemnify and hold harmless the Carrier against any loss or damage to the Vessel or cargo thereon or to any persons or property caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such Merchant be principal or agent and such Goods so shipped may be thrown overboard or destroyed at any time without compensation.

8. **CARGO STOWED IN CONTAINERS BY MERCHANT:** The Carrier shall not be responsible for the safe and proper stowing of Goods in containers if such containers are loaded with Goods by the Merchant, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The Merchant shall inspect containers before loading them and loading of the containers shall be *prima facie* evidence that the containers were sound and suitable for use. The Carrier will not be liable in any event for the particulars, or other packages or pieces as shown in this Bill of Lading. The Carrier makes no representation as to the quantity, weight, or description in the Particulars Furnished by the Shipper. The Merchant agrees to be liable for, and shall indemnify the Carrier for any injury, loss or damage, including fines, arising from Merchant's failure to stow the Goods properly in the containers or to declare correctly herein any of the particulars furnished by Merchant, including marks, quantity and description of the Goods, weight and cubic measurement of Goods, and exact total gross weight of container, also for any kind of damage or injury caused by the contents of said container(s) to other property or to persons.

9. **ON DECK CARGO:** The Carrier shall have the right to stow containers on deck unless this Bill of Lading has a clause "stored under deck" on the face hereof by the Carrier. Containers stowed on deck shall be deemed for all purposes to be stowed under deck within the meaning of the Carriage of Goods by Sea Act.

10. **REFRIGERATED CARGO:** Special container(s) or cargo space with refrigeration or heating units shall not be furnished unless contracted for in writing at time of booking and freight is charged on the basis of the rates for cargo requiring such special container(s) or space as provided in, the tariff. Merchant shall advise Carrier of desired temperature range when delivering goods to the Carrier, and Carrier shall exercise due diligence to maintain desired range within plus or minus 2 degrees Fahrenheit, while the containers are in its custody and control. The Carrier does not warrant refrigerating or heating machinery of containers and shall not be responsible for its operation or maintenance except while the containers are in the actual custody and control at which time the Carrier shall exercise reasonable care in operation or maintenance of such machinery. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, the Merchant further undertakes that the container has been properly pre-cooled, that the Goods have been properly stuffed in the container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

11. **BOTH-TO-BLAME COLLISION CLAUSE:** If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and act, neglect and default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other non-carrying vessel or her owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel of her owners as part of their claim against the carrying vessel or Carrier.

12. **GENERAL AVERAGE:** General average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, except Rule XXII thereof, at such port or place as may be selected by the Carrier, and as to matters not provided for these Rules, according to the laws and usage at the port of New York. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. The Adjustment shall be made by an Adjuster selected by the Carrier from the Association of Average Adjusters of the U.S.A. and the resulting Adjustment shall be *prima facie* evidence as against all interests. In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether, due to negligence or not, for which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the Merchant shall contribute with the Carrier in general average to the payment any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. Contribution to general average by all interests shall be paid to the owners even when such average is the result of fault, neglect or error of the Master, pilot or crew.

13. **LIEN:** A) The Merchant shall be liable for and shall indemnify the Carrier and the Vessel and the Carrier shall have a lien on the Goods, for all expenses of operating, repairing or reconditioning the Goods, also all expenses for repairing containers damaged while in possession of the Merchant and demurrage on containers; also Merchant's failure to supply information or otherwise comply with laws and regulations in connection with the Goods. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice. B) The Carrier shall have a general lien on the Goods and any other properties (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims (including past due amounts) for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

14. **FREIGHT AND CHARGES:** A) Since freight is calculated on the basis of particulars furnished by the Merchant, the Carrier may at any time inspect the contents of the container(s) and examine the contents of the packages, weight, measure and value the Goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, the Merchant and Goods shall be liable for all expense incurred for examining, weighing, measuring and valuing the Goods. B) Full freight to destination shall be considered completely earned upon receipt of the Goods, whether the freight be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, vessel and/or goods lost or not lost or the voyage broken up or abandoned. C) All unpaid charges shall be paid in full and without any offset, counterclaim or deduction, in the current of the United States, or at Carrier's option, its equivalent in foreign currency. D) The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight and charges and pay for the expenses of collection and litigation, including reasonable attorneys' fees. E) Merchant shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to take delivery whether or not the front of this Bill of Lading has been marked "PREPAID" or "COLLECT" so long as freight and charges remain unpaid. F) Merchant 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 provisions of this Bill of Lading or of any statutory or regulatory requirements by the Merchant.

15. **LIMITATION OF LIABILITY:** A) In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of Goods not shipped in package, per shipping unit, the value of the Goods shall be deemed to the \$500 per package or per shipping unit. The Carrier's liability, if any, shall be limited to \$500 per package or per shipping unit or *pro rata* in case of partial loss or damage, unless the nature of the Goods and a valuation higher than \$500 per package or shipping unit shall have been declared in writing by the Shipper upon delivery to the Carrier and inserted in this Bill of Lading and extra charge paid. If the actual value of the Goods per package or per shipping unit shall exceed such declared value shall nevertheless be deemed to be 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. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. B) Where the Hague-Visby Rules apply hereunder by virtue of Clause 1, the Carrier's liability for the loss or damage to goods shall in no event exceed the greater of 2 SDRs per kilogram of gross weight of the Goods lost or damaged or 667 SDRs per package.

16. **NOTICE OF CLAIM AND TIME BAR:** Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control 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 loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability in respect of the Goods, including but not limited to liability for nondelivery, misdelivery, delay, loss, or damage, unless suit is brought against Carrier within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear. The Merchant and his assignees, subrogees or representatives shall file any and all claims directly with the Carrier or other party responsible for any loss, damage, injury, expense, it being specifically agreed that this Carrier shall not be responsible for any loss, damage, injury, expense not occurring on its own ocean route, nor while the Goods are not in its actual custody and control. This time bar does not apply to Carrier's claims against the Merchant arising out of this Bill of Lading.

17. **CARRIER'S TARIFF:** The Goods carried under this Bill of Lading are also subject to all the terms and conditions of Carrier's tariff(s) on file 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 the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

18. **LAW AND JURISDICTION:** Nothing in this Bill of Lading shall operate the Carrier of any statutory protection or exemption from, or limitation of liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the federal courts in the state of California, which shall have exclusive jurisdiction. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over the Merchant.

19. **SURRENDER AND NEGOTIABILITY OF BILL OF LADING:** This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. In witness whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished, the other(s), if any, to be void. If required by the Carrier, one (1) original Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be *prima facie* evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. 0
Rule 9:	Freight Forwarder Compensation

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

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. 1.25% OF BASIC OCEAN FREIGHT

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)

Rule 10: AMENDMENT NO. O
Surcharges, Assessorial and Arbitraries

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)

Rule 11: AMENDMENT NO. O
Minimum Quantity Rates

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

Carrier may charge minimum quantity rates in each individual NRA.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)

Rule 12: AMENDMENT NO. O
Ad Valorem Rates

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRAs applying to the commodities shipped as specified herein.

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O

Rule 13: Transshipment
Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023
Transshipments are allowed pursuant to the Carrier's bill of lading Terms and Conditions referenced in Rule 8.
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Tariff Rule Information

FMC ORG. NO. 019690: OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 14: Co-Loading in Foreign Commerce

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023
Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.
(1) The Carrier from time to time may tender cargo for co-loading.
(2) The Carrier enters into carrier-to-carrier relationships for the co-loading of cargo with the following NVOCCs from time to time:
(3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
(4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
(5) In case of co-loading, under either a carrier-to-carrier or shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.
(6) 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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Tariff Rule Information

FMC ORG. NO. 019690: OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 15: Open Rates in Foreign Commerce

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023
Not Applicable.
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Tariff Rule Information

FMC ORG. NO. 019690: OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 16: Hazardous Cargo

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023
Except as otherwise provided in paragraph below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:
1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;
3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.

5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:
- Classes A and B Explosives
 - Radioactive Substances (IMCO Class No. 7)
7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
- A. U.S. Coast Guard Regulations (46 CFR §§146-179);
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
 - C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization);
 - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
 - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
 - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
- A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials;
 - B. The hazardous class, IMCO Code Number and UN Number (if any);
 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type of package;
 - G. The gross weight of each type of package or the individual gross weight of each package;
 - H. The Harmonized Code, SITC or BTN number of the commodity;
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

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Tariff Rule Information

FMC ORG. NO. 019690

OCEAN BLUE EXPRESS, INC.

NRA RULES TARIFF NO. 002- Between (US and World)

AMENDMENT NO. O

Rule 17:

Free Time and Demurrage

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 18:	Returned Cargo in Foreign Commerce

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 19:	Shippers Requests in Foreign Commerce

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 20:	Overcharge Claims

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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 misdeclaration of commodity.

B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking 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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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO.- 019690- 001 - Between (US and World) AMENDMENT NO. O
Rule 21:	Use of Carrier Equipment

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

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 and charges will be for the account of the cargo.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 22:	Automobile Rates in Domestic Offshore Commerce

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**
Not Applicable.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 23:	Carrier Terminal Rules and Charges

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 23-01:	Destination Terminal Handling Charges (DTHC)

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

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

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 24:	NVOCCs in Foreign Commerce: Bonds and Agents

Effective: **Expire Date: NONE** **Published:**

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 520 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. SU50517

3. Issued by: United States Fire Insurance Company

Agent for Service of Process

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 effected 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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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002-Between (US and World) AMENDMENT NO. O
Rule 25:	Certification of Shipper Status in Foreign Commerce

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

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 §§ 520, 531 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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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 26:	Container Weight Regulations (SOLAS)

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

1. Upon tender of cargo to Carrier Shipper shall provide to Carrier a Shipper Actual Gross Mass Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo.
2. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM.
3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. In the event that Carrier agrees to provide this service Carrier shall charge Shipper a VGM fee as stated in each individual NRA.
4. VGM's provided by the Shipper to Carrier shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.
5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the SOLAS requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided.
6. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that "do not easily lend themselves to individual weighing of the items to be packed in the container"
7. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.
8. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the load port has appropriate weighing facilities, all charges, fees, and or penalties with respect to weighing subject container shall be for the account of the Shipper.
9. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines do not require such re-weighing.
10. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein.
11. Shipper shall be responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs provided by Shipper and/or third parties, or for any other reason whatsoever, including demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS.

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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 27:	Loyalty Contracts in Foreign Commerce

Effective: 15JUN2023

Expire Date: NONE

Published: 15JUN2023

Not Applicable.

Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. 0
Rule 28:	Definitions

Effective: 15JUN2023 **Expire Date: NONE** **Published: 15JUN2023**

NVOCC CARRIER--means Ocean Blue Express, Inc., operating as a non-vessel-operating common carrier ("NVOCC").

OCEAN CARRIER--means a vessel-operating common Carrier ("VOCC").

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.

MERCHANT- means any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor or Lender.

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

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

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

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

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

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

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

ONE COMMODITY - means any or all of the articles described in anyone-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 Ocean Blue Express, Inc., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission and operating under FMC Org. No. 019690

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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Tariff Rule Information

FMC ORG. NO. 019690	OCEAN BLUE EXPRESS, INC. NRA RULES TARIFF NO. 002- Between (US and World) AMENDMENT NO. O
Rule 29:	Abbreviations, Codes & Symbols

Effective: 15JUN2023 Expire Date: NONE Published: 15JUN2023

EXPLANATION OF ABBREVIATIONS

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 (2204 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
CFT	Cubic Foot or Cubic Feet	Commitment	
CLD	Chilled	N/A	Not Applicable
CM	Centimeter	NRA	Negotiated Rate Arrangements
CU	Cubic	NSA	NVOCC Service Arrangements
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
E	Expiration	Pkg	Package or Packages
ET	Essential Terms	PRC	People's Republic of China
Etc	Et Cetera	PRVI	Puerto Rico and U.S. Virgin
FAK	Freight All Kinds	Islands	
FAS	Free Alongside Ship	R	Reduction
FB	Flat Bed	RE	Reefer / Refrigerated
FCL	Full Container Load	R/T	Revenue Ton
FEU	Forty Foot Equivalent Unit	RY	Rail Yard
FI	Free In	SL&C	Shipper's Load and Count
FIO	Free In and Out	Sq. Ft	Square Foot or Square Feet
FIOS	Free In, Out and Stowed	S/T	Short Ton (2000 lbs.)
FO	Free Out	SU or S/U	Set Up
FOB	Free On Board	TEU	Twenty Foot Equivalent Unit
FMC	Federal Maritime Commission	THC	Terminal Handling Charge
FR	Flat Rack	TRC	Terminal Receiving Charge
Ft	Feet or Foot	USA	United States of America
GOH	Garment on Hanger	USD	United States Dollars
H	House	VEN	Ventilated
HAZ	Hazardous	VIZ	Namely
I	New or Initial Tariff Matter	VOL	Volume
K/D	Knocked Down	W	Weight
KDF	Knocked Down Flat	W/M	Weight/Measure

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Tariff Rule Information

FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
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Rule 30: Access to Tariff Information

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This tariff is published on the website of Ocean Blue Express, Inc. at: <http://www.oceanbluexp.com>. Interested parties should contact Mr. Sung W. Chi at: schi@oceanbluexp.com concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

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FMC ORG. NO. 019690 OCEAN BLUE EXPRESS, INC.
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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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FMC Org. Np.: 019690 OCEAN BLUE EXPRESS, INC.
NRA RULES TARIFF NO. 002- Between (US and World)
AMENDMENT NO. O
Rule 201: NVOCC Service Arrangement (NSA) Essential Terms (ET)

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Pursuant to 46 CFR § 531.9 (a), Carrier hereby give public notice in tariff format that it may also elect to be exempted from the FMC's rate publication requirements by entering NSAs with one or more shippers.

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End of Rule Text
