

**HOYER GLOBAL (USA) INC.
TARIFF NO. 001**

ORIGINAL TITLE PAGE

**FMC No.: 019843-001
Non-Vessel Operating Common Carrier**

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Controlled Carrier Status: NONE

TITLE PAGE

TARIFF NO. 001
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)

Hoyer Global (USA), Inc. is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC Organization No. 019843.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”).

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

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The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo.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

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

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TARIFF DETAILS

Tariff Number: **019843-001**
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**
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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: 019843
NAME: HOYER GLOBAL (USA), INC.
TRADE NAME: NA
TYPE: NON-VESSEL OPERATING COMMON CARRIER
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Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. XX - Between (US and World)
AMENDMENT NO. O Table of Contents

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Trade Names utilized by Carrier

Rule 1 – Scope

Rule 1-A – Scope

Rule 1-B – Intermodal Service

Rule 2 – Notice to Tariff Users

Rule 2A – Application of NRAs and Charges

Rule 2-010 – Packing Requirements

Rule 2-020 – Diversion by Carrier

Rule 2-030 – Mixed Commodities

Rule 2-040 – Container Capacity

Rule 2-050 – Shipper Furnished Container

Rule 2-060 – Measurement and Weight

Rule 2-070 – Overweight Containers

Rule 2-080 – Shipper's Load & Count

Rule 2-090 – Diversion by Shipper or Consignee

Rule 2-100 – Security Fees

Rule 2-110 – Restricted Articles

Rule 2-120 – Freight All Kinds

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

Rule 2-140 – AES USA Export Shipments

Rule 2-150 – Documentation Fee

Rule 2-160 – AMS Charges

Rule 2-170 – Submission Cargo Declaration Data

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

Rule 2-190 – Lien Notice

Rule 2-200 – Cargo Roll-Over

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

Rule 3 – Rate applicability

Rule 4 – Heavy and Empty Lifts

Rule 5 – Extra Length

Rule 6 – Minimum Bill of Lading

Rule 7 – Payment of Freight Charges

Rule 8 – Bill of Lading

Rule 9 – Freight Forwarder Compensation

Rule 10 – Surcharges & Arbitraries

Rule 11 – Minimum Quantity Rate

Rule 12 – Ad Valorem

Rule 13 – Transshipment

Rule 14 – Co-Loading

Rule 15 – Open Rates

Rule 16 – Hazardous Cargo

Rule 17 – Free Time & Demurrage

Rule 18 – Returned Cargo

Rule 19 – Shippers Request or Complaints

Rule 20 – Overcharge Claims

Rule 21 – Use of Carrier Equipment

Rule 22 – Automobiles

Rule 23 – Carrier Terminal Rules and Charges

Rule 23-01 – Destination Terminal Handling Charge

Rule 24 – NVOCC Bond and Process Agent

Rule 25 – Certification of Shippers Status

Rule 26 – Additional Service Charges

Rule 27 – Loyalty Contracts

Rule 28 – Definitions

Rule 29 – Abbreviations, Codes & Symbols

Rule 30 – Access to Tariff Information

Rules 32-200 – Reserved for Future Use

Rule 201 – NVOCC Service Arrangements (NSA)
Essential Terms

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001:

HOYER GLOBAL (USA), INC.

NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 1-A:

Worldwide Ports and Points

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001:

HOYER GLOBAL (USA), INC.

NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 1-B: Intermodal Service

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
AMENDMENT NO. O NRA RULES TARIFF NO. 001 - Between (US and World)
Rule 2: Notice to Tariff Users

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for 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 <https://www.hoyer-group.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper’s or consignee’s response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).
- f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
AMENDMENT NO. O NRA RULES TARIFF NO. 001 - Between (US and World)
Rule 2A: Application of NRAs and Charges

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

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

NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs.

Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo 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, natural disasters, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

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.

PIER (P) – Pier Service pertains to the carrier providing ocean transportation from Pier to Door; Pier to CY; and Pier Container Freight Station (CFS).

RAIL RAMP (RR) – Rail Ramp pertains to the Carrier providing services to Rail Terminal Services at origin or destination.

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)

Ocean Port rates 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.

PIER (P) – Pier Service pertains to the carrier providing ocean transportation from Pier to Door; Pier to CY; and Pier Container Freight Station (CFS).

RAIL RAMP (RR) – Rail Ramp pertains to the Carrier providing services to Rail Terminal Services at origin or destination.

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - 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 in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.

2. Unless otherwise applicable, 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 Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
 NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 2-020: Diversion By Carrier

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
 NRA RULES TARIFF NO. 001 - 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
 NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 2-040: Container Capacity

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
 NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT**NO. 0****Rule 2-050: Shipper Furnished Containers****Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016**

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

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

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

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

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

Tariff Rule Information**019843-001:****HOYER GLOBAL (USA), INC.****NRA RULES TARIFF NO. 001 - Between (US and World)****AMENDMENT NO. 0****Rule 2-060: Measurement And Weight****Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016**

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information**019843-001:****HOYER GLOBAL (USA), INC.**

NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-070: Overweight Containers

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-080: Shipper's Load And Count

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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 charge are payable by the party requesting the diversion.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 2-100: Security Fees

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 2-110: Restricted Articles

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-120: Freight All Kinds (FAK)

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L 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 B/L.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-150: DOCUMENTATION FEE

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-160: AMS PROCESSING FEE

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

If applicable, all AMS filing fees for shipments will be provided in individual Negotiated Rate Arrangements NRA's. If a correction and/or amendment is made to data that has already been filed with 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 the NVOCC carrier named in this Rules tariff.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. 0
Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

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

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

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

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

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

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

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

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

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

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other

things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

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

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-180: U.S. CUSTOMS RELATED CHARGES

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 2-190: LIEN NOTICE

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 2-200: Cargo Roll-Over Fee

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 2-210: Free Time Detention / Demurrage / Storage

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 3: Rate Applicability Rule

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 4: Heavy and Empty Lifts

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

E. 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

A copy of Carrier's bill of lading terms and conditions are provided below:

[RETURN TO TABLE OF CONTENT](#)

I. GENERAL PROVISIONS

1. Applicability

Notwithstanding the heading "Combined Transport" the provisions set out and referred to in this Bill of Lading shall also apply, if the transport as described in this Bill of Lading is performed by one mode of transport only.

2. Definitions

"Carrier" means the party on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the holder of this Bill of Lading and the owner of the goods.

3. Carriers Tariff

The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier upon request. In the case of inconsistency between this Bill of Lading and applicable Tariff, this Bill of Lading shall prevail.

4. Time Bar

All liability whatsoever of the Carrier shall cease unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered.

5. Law and Jurisdiction

Any claim or dispute arising under this bill of lading shall be governed by the Dutch law and determined by the District Court of Rotterdam to the exclusion of the Courts of any other place.

II. PERFORMANCE OF THE CONTRACT

6. Methods and Routes of Transportation

(1) The Carrier is entitled to perform the transport and all services related thereto in any reasonable manner and by any reasonable means, methods and routes.

(2) In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and tow vessels in all situations.

7. Optional Stowage

(1) Goods may be stowed by the Carrier by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.

(2) Containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

8. Hindrances etc. Affecting Performance

(1) The carrier shall use reasonable endeavors to complete the transport and to deliver the goods at the place designated for delivery.

(2) If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by virtue of sub clause 8 (1) the Carrier has not duty to complete the performance of the contract, the Carrier (whether or not the transport is commenced) may elect to:

(a) treat the performance of this Contract as terminated and place the goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or

(b) deliver the goods at the place designated for delivery.

(3) If the goods are not taken delivery of by the Merchant within a reasonable time after the Carrier has called upon him to take delivery, the Carrier shall be at liberty to put the goods in safe custody on behalf of the Merchant at the latter's risk and expense.

(4) In any event the Carrier shall be entitled to full freight for goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III. CARRIER'S LIABILITY

9. Basic Liability

(1) The Carrier shall be liable for loss or damage to the goods occurring between the time when he receives the goods into his charge and the time of delivery.

(2) The Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract of carriage evidenced by this Bill of Lading.

(3) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from;

(a) the wrongful act or neglect of the Merchant.

(b) Compliance with the instructions of the person entitled to give them.

(c) The lack of, or defective conditions of packing in the case of goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly packed.

(d) Handling, loading, stowage or unloading of the goods by or on behalf of the Merchant.

(e) Inherent vice of the goods.

(f) Insufficiency or inadequacy of marks or numbers on the goods, covering, or unit loads.

(g) Strikes or lock-outs or stoppages or restraints of labour from whatever cause whether partial or general.

(h) Any cause or event which the Carrier could not avoid and the consequence whereof they could not prevent by the exercise of reasonable diligence.

(4) Where under sub-clause 9 (3) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.

(5) The burden of proving that the loss or damage was due to one or more of the causes or events, specified in (a), (b) and (h) of sub-clause 9 (3) shall rest upon the Carrier.

(6) When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events, specified in (c) to (g) of sub-clause 9 (3), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of the causes or events.

10. Amount of Compensation

(1) When the Carrier is liable for compensation in respect of loss or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered.

(2) The value of the goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(3) Compensation shall not, however, exceed two Special Drawing Rights per kilogram of gross weight of the goods lost or damaged.

(4) Higher compensation may be claimed only when, with the consent of the Carrier, the value of the goods declared by the Shipper which exceeds the limits laid down in this Clause has been stated on the face of this Bill of Lading at the place indicated. In that case the amount of the declared value shall be substituted for that limit.

11. Special Provisions for Liability and Compensation

(1) Notwithstanding anything provided for in Clauses 9 and 10 of this Bill of Lading, if it can be proved where the loss or damage occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions:

(a) cannot be departed from by private contract, to the detriment of the claimant, and

(b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.

(2) Insofar as there is no mandatory law applying to carriage by sea by virtue of the provisions of sub-clauses 11 (1), the liability of the Carrier in respect of any carriage by sea shall be determined by the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on February 23rd 1968 – The Hague/Visby Rules. The Hague/Visby Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways as if such carriage were carriage by sea. Furthermore, they shall apply to all goods, whether carried on deck or under deck.

12. Delay, Consequential Loss, etc.

If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Carrier shall be limited to the freight for the transport covered by this Bill of Lading, or to the value of the goods as determined in Clause 10, whichever is the lesser.

13. Notice of Loss of or Damage to the Goods

(1) Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the Merchant to the Carrier when the goods are handed over to the Merchant, such handing over is *prima facie* evidence of the Delivery by the Carrier of the goods described in this Bill of Lading.

(2) Where the loss or damage is not apparent, the same *prima facie* effect shall apply if notice in writing is not given within three (3) consecutive days after the day when the goods were handed over to the Merchant.

14. Defences and Limits for the Carrier, Servants, etc.

(1) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the goods whether the action can be founded in contract or in tort.

(2) The Carrier shall not be entitled to the benefit of the limitation of liability provided for in sub-clause 10 (3), if it is proved that the loss or damage resulted from a personal act or omission of the Carrier done with intent to cause such

loss or damage of recklessly and with knowledge that damage would probably result.

(3) The Merchant undertakes that no claim shall be made against any servant agent or other persons whose services the Carrier had used in order to perform this Contract and if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(4) However, the provisions of this Bill of Lading apply whenever claims, relating to the performance of this Contract are made against any servant, agent or other person whose services the Carrier has used in order to perform this Contract, whether such claims are founded in contract or in tort. In entering into this Contract, the Carrier, to the extent of such provisions, does so not only on his own behalf but also as agent or trustee for such persons. The aggregate liability of the Carrier and such persons shall not exceed the limits in Clauses 10, 11 and 24, respectively.

IV. DESCRIPTION OF GOODS

15. Carrier's Responsibility

The information in this Bill of Lading shall be *prima facie* evidence of the taking in charge by the Carrier of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "Shipper-packed container" or similar expressions, have been made in the printed text or superimposed on the Bill of Lading. Proof to the contrary shall not be admissible when the Bill of Lading has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the Consignee who in good faith has relied and acted thereon.

16. Shipper's Responsibility

The Shipper shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, quantity and weight, as furnished by him, and the Shipper shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Shipper. The Shipper shall remain liable even if the Bill of Lading has been transferred by him.

17. Shipper-packed Containers, etc.

(1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by;

- (a) Negligent filling, packing or stowing of the container;
- (b) the contents being unsuitable for carriage in container; or

(c) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.

(2) The provisions of sub-clause (1) of this Clause also apply with respect to trailers, transportable tanks, flats, pallets which have not been filled, packed or stowed by the Carrier.

(3) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

18. DANGEROUS Goods

(1) The merchant shall comply with all internationally recognized requirements and all rules which apply according to national law or by reason of international Convention, relating to the carriage of goods of a dangerous nature, and shall in any event inform the Carrier in writing of the exact nature of the danger before goods of a dangerous nature are taken into charge by the Carrier and indicate to him, if need be, the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed, or rendered harmless, without compensation; further, the Merchant shall be liable for all expenses, loss or damage arising out of their handling over the carriage or of their carriage.

(3) If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

19. Return of Containers

(1) For the purpose of this Clause the Consignor shall mean the Person who concludes this Contract with the Carrier and the Consignee shall mean the person entitled to receive the goods from the Carrier.

(2) Tank Containers supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear expected, within the time prescribed in the Carrier's tariff or elsewhere.

(3) (a) The Consignor shall be liable for an loss of, damage to or delay, including demurrage, of such articles, incurred during the period between handling over to the Consignor and return to the Carrier for carriage.

- (b) The Consignor and the Consignee shall be jointly and severally liable for any loss of, damage to, or delay,

including demurrage, of such articles, incurred during the period between handing over to the Consignee and return to the Carrier.

V. FREIGHT AND LIEN

20. Freight.

(1) Freight shall be deemed earned when the goods have been taken in charge by the Carrier and shall be paid in any event.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following shall apply:

If the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.

(3) For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the goods.

21 Lien.

The Carrier shall have a lien on the goods for any amount due under this Contract and for the costs of recovering the same, and may enforce such lien in any reasonable manner, including sale or disposal of the goods.

VI. MISCELLANEOUS PROVISIONS

22. General Average

(1) General Average shall be adjusted at any port or place at the Carrier's option, and to be settled according to the York-Antwerp Rules 1994, or any modification thereof, this covering all goods, whether carried on or under deck. The New Jason Clause as approved by BIMCO to be considered as incorporated herein.

(2) Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the goods.

23. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

24. U.S. Trade

(1) In case of contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in the said Act shall govern before loading and after discharge and throughout the entire time the goods are in the Carrier's custody.

(2) If the U.S. COGSA applies, and unless the nature and value of the goods have been declared by the shipper before the goods have been handed over to the Carrier and inserted in this Bill of Lading, the Carrier shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding USD 500 per package or customary freight unit.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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 six (6) months of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation shall be as specified in each individual NRA, if any.
- I. Exceptions - Compensation will not be due or payable on the following:

- (a) Advance charges.
- (b) Temporary freight charges or emergency surcharges.
- (c) Bulk cargoes and lumber exempted from filing requirements of the Shipping Act, 1984.
- (d) Military Sealift Command or Military Traffic Management Command cargoes.
- (e) Terminal Handling Charge, Bunker Adjustment Factor, Currency Adjustment Factor or any surcharge named in the tariff.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 11: Minimum Quantity Rates

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Carrier may charge minimum quantity rates in each individual NRA.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 12: Ad Valorem Rates

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

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Transshipments are allowed pursuant to the Carrier's bill of lading Terms and Conditions, Clause II, 6 (1) - (2) referenced herein in Rule 8.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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 tenders 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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Rule 15: Open Rates in Foreign Commerce

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Not Applicable.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O

Rule 16: Hazardous Cargo

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

13. A 24 Hour Telephone Number: It is required that the shipper provided on the shipper document (e.g. the Bill of Lading), a 24-hour emergency telephone number of a person or organization in foreign countries and in the U.S., having or having immediate access to, knowledge about the hazardous material and comprehensive emergency response and accident mitigation information for the material. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24-hour telephone number.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 17: Free Time and Demurrage

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

All containers must be completely discharged with no excess product remaining when returned to carrier's designated agent. Otherwise demurrage, detention, storage and related costs will continue as stated above until all excess product has been removed to carrier's satisfaction.

Free time allowed and demurrage and detention charges will be for the account of the cargo and applied in accordance with the provisions of the underlying vessel operating common carrier. Carrier will be governed by an Equipment Interchange Agreement (EIA) with, or provisions as published by, the underlying vessel operating common carrier.

In the event the consignee does not return the container within the number of free calendar days, at the final destination, as agreed upon, the Merchant, Shipper, Consignee, and any other responsible party will be invoiced the applicable demurrage, detention, storage and related charges as agreed to in the NRA and/or as charged by the ocean vessel carrier pursuant to their published tariff. The Merchant, Shipper, Consignee or any other responsible party are jointly and severally liable to pay any outstanding demurrage, detention, storage and related charges.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001:	HOYER GLOBAL (USA), INC. NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O	
Rule 19:	Shippers Requests in Foreign Commerce
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016	
Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.	
RETURN TO TABLE OF CONTENT	

Tariff Rule Information

019843-001:	HOYER GLOBAL (USA), INC. NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O	
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016	
A. Bill of Lading Commodity Description	
Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.	
B. Overcharges	
For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:	
1. Where an error has been made by the dock in calculation of measurements.	
2. Against re-measurement at port of loading prior to vessel's departure.	
3. Against re-measurement by vessel's agent at destination.	
4. By joint re-measurement of vessel's agent and consignee.	
5. By re-measurement of a marine surveyor when requested by vessel's agent.	
6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.	

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001:	HOYER GLOBAL (USA), INC. NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O	
Rule 21:	Use of Carrier Equipment
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016	
Carrier does not own or lease standard box container 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.	

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001:	HOYER GLOBAL (USA), INC. NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O	
Rule 22:	Automobile Rates in Domestic Offshore Commerce
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016	
Not Applicable.	
RETURN TO TABLE OF CONTENT	

Tariff Rule Information

019843-001:	HOYER GLOBAL (USA), INC. NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O	
Rule 23:	Carrier Terminal Rules and Charges

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 23-01: Destination Terminal Handling Charges (DTHC)

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

A. Bonding of NVOCC

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

2. **Bond No.** NVOC1157

3. Issued by: Western Surety Company

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable; Carrier is domiciled in the U.S. (See Title Page and/or Tariff Record).

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

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

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

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 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)

AMENDMENT NO. O

Rule 26: Additional Service Charges

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

All additional service charges" applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 27: Loyalty Contracts in Foreign Commerce
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016
Not Applicable.
[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. O
Rule 28: Definitions

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

AW – all water

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

CO-LOADING – means the combining of cargo, in the import of export foreign commerce of the U.S. by two or more NVOCC's for tendering to an ocean carrier under the name of one or more of the NVOCC's.

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.

EXPLOSIVE CARGO – means cargo falling within Class A, B and C explosives as defined in Rule 16.

F – Fahrenheit

CARGO N.O.S. – means articles not otherwise specified in individual commodity items of this tariff.

CAUTION – means articles which may be subject to Rule No. 16

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.

LABEL CARGO – means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See rule 16

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.

MLB – Mini-Landbridge

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 – Non Vessel Operating Common Carrier

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.

NDD – next day delivery

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.

NON-HAZARDOUS – means non-label cargo which is permitted stowage between decks or under deck (other than Magazine) under C.F.R. Title 46 – shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefor as provided in the tariff item.

PDP – prior day pick up

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

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

PDP – prior day pick up

PUBLISHING CARRIER - means HOYER GLOBAL (USA), INC., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License No. 019843-001.

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.

REVENUE TON – means 1,000 kilos or 1 cubic metre as freight charges are assessed.

SOC – Shipper Owned Container

TLI – Tariff Line Item

SOTC – Shipper Owned Tank container

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

THC – Terminal Handling Charge

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.

VOCC – Vessel Operating Common Carrier

WORKING DAY – means each calendar day, excepting Saturday, Sunday and Holidays, between 8:00 AM and 5:00 PM.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001 - Between (US and World)
AMENDMENT NO. 0
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	CWT	Cubic Weight
AI	All Inclusive	CY	Container Yard
BF	Board Foot or Board Feet	D	Door
B/L	Bill of Lading	DDC	Destination Delivery Charge
BAF	Bunker Adjustment Factor	E	Expiration
BM	Board Measurement	ET	Essential Terms
C	Change in tariff Item	Etc	Et Cetera
CAF	Currency Adjustment Factor	FAK	Freight All Kinds
CBM, CM or M3	Cubic Meter	FAS	Free Alongside Ship
CC	Cubic Centimeter	FB	Flat Bed
CFS	Container Freight Station	FCL	Full Container Load
CFT	Cubic Foot or Cubic Feet	FEU	Forty Foot Equivalent Unit
CLD	Chilled	FI	Free In
CM	Centimeter	FIO	Free In and Out
CU	Cubic	FIOS	Free In, Out and Stowed

FO	Free Out	NHZ	Non-Hazardous
FOB	Free On Board	NOS	Not otherwise specified
FMC	Federal Maritime Commission	OT	Open Top
FR	Flat Rack	P	Pier
Ft	Feet or Foot	Pkg	Package or Packages
GOH	Garment on Hanger	PRC	People's Republic of China
H	House	PRVI	Puerto Rico and U.S. Virgin Islands
HAZ	Hazardous	R	Reduction
I	New or Initial Tariff Matter	RE	Reefer / Refrigerated
K/D	Knocked Down	R/T	Revenue Ton
KDF	Knocked Down Flat	RY	Rail Yard
Kilos	Kilograms	SL&C	Shipper's Load and Count
K/T	Kilo Ton	Sq. Ft	Square Foot or Square Feet
LCL or LTL	Less than Container Load	S/T	Short Ton (2000 lbs.)
LS	Lumpsum	SU or S/U	Set Up
L/T	Long Ton (2240 Lbs)	TEU	Twenty Foot Equivalent Unit
M	Measure	THC	Terminal Handling Charge
Max	Maximum	TRC	Terminal Receiving Charge
MBF or MBM	1,000 Feet Board Measure	USA	United States of America
Min	Minimum	USD	United States Dollars
MM	Millimeter	VEN	Ventilated
MQC	Minimum Quantity Commitment	VIZ	Namely
N/A	Not Applicable	VOL	Volume
NRA	Negotiated Rate Arrangements	W	Weight
NSA	NVOCC Service Arrangements	W/M	Weight/Measure

[RETURN TO TABLE OF CONTENT](#)

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001
AMENDMENT NO. 0
Rule 30: Access to Tariff Information
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016
This tariff is published on the Internet web site of HOYER GLOBAL (USA), INC. at [https:// www.hoyer-group.com](https://www.hoyer-group.com).
Interested parties should contact Ylna ("Ana") Flores by email at ana.flores@hoyer-group.com concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

[RETURN TO TABLE OF CONTENT](#)

Tariff Rule Information

019843-001: HOYER GLOBAL (USA), INC.
NRA RULES TARIFF NO. 001
Amendment No.: 0
Rule 31: Container Weight Regulations (SOLAS)
Effective: 01DEC2016 Thru: NONE Expires: NONE Publish: 01DEC2016

1. Upon tender of cargo to Carrier Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight 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.

[RETURN TO TABLE OF CONTENT](#)

End of Rule Text
