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**FMC No. 032426****NON-VESSEL OPERATING COMMON CARRIER****EFFECTIVE DATE: 19JAN2023****PUBLISHED DATE: 19JAN2023****EXPIRATION DATE:**

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**CONTROLLED CARRIER STATUS: NONE**

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## 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

AND

WORLD PORTS AND POINTS

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**NOW GLOBAL LOGISTICS** is a registered Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization number 032426.

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Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531, 532 and OSRA 2022. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC. If the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. 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). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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## Tariff Rule Information

### TARIFF DETAILS

Tariff Number: **001**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: 19JAN2023  
THRU: None  
EXPIRES: None  
PUBLISH: 19JAN2023  
AMENDMENT TYPE: O  
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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

ORG NUMBER: **032426**  
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## Tariff Rule Information

032426

NOW GLOBAL LOGISTICS

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

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Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
AMENDMENT NO. O NRA RULES TARIFF NO. 001 - Between (US and World)  
Rule 1: Scope

Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023

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

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

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

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

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

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

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

### GREAT LAKES BASE PORTS

Includes Chicago, IL

### SUBSTITUTED SERVICE AND INTERMODAL SERVICE

#### A. SUBSTITUTED SERVICE

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

#### B. INTERMODAL SERVICE

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

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

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NOW GLOBAL LOGISTICS

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

AMENDMENT NO. 0

Rule 1-A:

Worldwide Ports and Points

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 1-B: Intermodal Service

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2: Notice to Tariff Users

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement (“NSAs”). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”** The effective date of the NRA shall be the date of Carrier’s receipt of Shipper’s and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. 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). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2A: Application of NRAs and Charges

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper’s or consignee’s request, carrier will arrange for inland transportation as shipper’s or consignee’s agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.
3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
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 NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper’s Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.
7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.  
9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, 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.

#### 11. TYPES OF SERVICE PROVIDED

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

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

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

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

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

#### 12. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained 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 published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

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

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

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

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

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

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

#### 13. ADVANCED CHARGES

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

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-010: Packing Requirements

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 reasonably necessary for protection and safe transportation.

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

3. Gross weight in pounds, and/or 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.

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## Tariff Rule Information

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NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-020: Diversion by Carrier

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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

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

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## Tariff Rule Information

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NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-030: Reserved for Future Use

**Effective: 19JAN2023 Thru: Expires:09AUG2021 Publish: 19JAN2023**

Reserved for future use

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

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Rule 2-035:

Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

1. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier's service contract with ocean carriers in either or both of the following manners:
  - a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates, or
  - b. By imposing newly structured sur-charges with nominations such as, but not limited to "Revenue Recovery Surcharges", "Space Arrangement Fees", and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.
  - c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.
1. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.
2. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases ("GRIs"), a term not otherwise defined in the Federal Maritime Commission's regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such, pursuant to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.
3. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

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Rule 2-040:

Container Capacity

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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.

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Rule 2-045: Port of LA & LB Container Excess Dwell Fees

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach ("the Ports") shall be applicable to shippers as of the date of this publication in Carrier's tariff pursuant to 46 CFR §520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier until such Container Excess Dwell Rates are eliminated by the ocean carriers:

**These Dwell Fees are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits:**

**A. Local Import Loaded Container (to be removed by motor carrier)**

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13	(Increments of \$100)	
Increase per day)		

**B. Intermodal Import Loaded Container (going by rail)**

Days on Terminal	Daily Charges (\$)	Cumulative Charge (\$)
6	100	100
7	200	300
8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of \$100)	
Increase per day-no limit)		

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Rule 2-050: Shipper Furnished Containers

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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.

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Rule 2-060: Measurement and Weight

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. Official Measurers and Weighers

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

5. Misdescription, Underweights and Undermeasurement

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

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

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Rule 2-070: Overweight Containers

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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).

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Rule 2-080: Shipper's Load And Count

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 clausued, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Carrier will not be directly or indirectly responsible for:

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

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

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

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

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

### A. Definition of Diversion:

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

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charges are payable by the party requesting the diversion.

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Rule 2-100: Security Fees

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 2-110: Restricted Articles

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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. accept
11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

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Rule 2-120: Freight All Kinds (FAK)

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 2-140: AES USA EXPORT SHIPMENTS

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 assure 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.

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Rule 2-150: DOCUMENTATION FEE

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 2-160: AMS PROCESSING FEE

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

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Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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.

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

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 2-190:	LIEN NOTICE

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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.

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Rule 2-200: Cargo Roll-Over Fee

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 Shipper's/Owner's Account.

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## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-210: Free Time Detention / Demurrage / Storage

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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.

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

1. Date that container is made available.
2. The port of discharge.
3. The container number or numbers.
4. For exported shipments, the earliest return date.
5. The allowed free time in days.
6. The start date of free time.
7. The end date of free time.
8. The applicable detention or demurrage rule on which the daily rate is based.
9. The applicable rate or rates per the applicable rule.
10. The total amount due.
11. The email, telephone number, or other appropriate contact information for questions or requests for mitigation of fees.
12. A statement that the charges are consistent with any of Federal Maritime Commission rules with respect to detention and demurrage.
13. A statement that the common carrier's performance did not cause or contribute to the underlying invoiced charges.

Failure to include the above items in a demurrage and/or detention invoice, would result in the elimination of the charged party having to pay the applicable charge pursuant to 46 U.S. Code §41104 (f)

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## Tariff Rule Information

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NRA RULES TARIFF NO. 001 - Between (US and World)  
AMENDMENT NO. O  
Rule 2-220: OSRA 2022 NVOCC Safe Harbor Demurrage Detention

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

B. In the event that demurrage/detention invoices do not include the 13 data elements that are referenced in 46 U.S.C. §41104(d) or otherwise may appear to be inaccurate from the vessel operators/terminals, Carrier may return non-compliant invoices to the vessel operator/terminal with the opportunity to make any necessary adjustments to have invoices become compliant with the new Regulations. Carrier may pass through these invoices to shipper for their information only and with notice that these, even though may be challenged might still be due by Shipper depending on whether the FMC rules these are compliant or not compliant with the FMC regulations.

C. Should a vessel operator/terminal fail to make necessary corrections to non-compliant invoices within a reasonable timeframe, Carrier may initiate a formal Charge Complaint with the Federal Maritime Commission to advise them of any suspected non-compliances for their investigation.

D. Carrier, at its sole discretion, in order to have cargo released so as to not accrue demurrage for itself and its shipper, may make payment for containers to be released but will retain its rights to seek refunds from the vessel operator/terminal. Carrier reserves its possessory lien rights to be paid these amounts before releasing these cargos in subject containers to shipper. In this event, Carrier may opt, at its sole discretion, to seek refunds from the vessel operator/terminal, which refunds will be returned to shipper to the extent that Shipper has paid those sums to Carrier.

E. Carrier shall charge an administrative fee of \$100.00 on a per invoice basis for receiving, reviewing, and responding to demurrage, storage, and detention charges which it passes on to its shippers from ocean common carriers, terminals, and/or railroads.

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

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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

AMENDMENT NO. O

Rule 4: Heavy Lift

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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## Tariff Rule Information

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

AMENDMENT NO. O

Rule 5: Extra Length

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

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## Tariff Rule Information

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

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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## Tariff Rule Information

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

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

### A. CURRENCY

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

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

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

### C. METHODS OF PAYMENT

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

### D. PREPAID FREIGHT

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

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

### E. FREIGHT COLLECT

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

### F. CURRENCY CONVERTIBILITY:

#### 1. Conversion Provisions:

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

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## **Tariff Rule Information**

032426

NOW GLOBAL LOGISTICS

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

AMENDMENT NO. O

Rule 8:

Bill of Lading and Terms and Conditions

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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**TERMS AND CONDITIONS**

**(Revised for Australian COGSA Regulations, 1989)**

**1. DEFINITIONS**

"Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.  
"Carrier" means Non Global Logistics as being the Carrier and on whose behalf this Bill of Lading has been signed.  
"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.  
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1924.  
"COGSAR" means the Carriage of Goods by Sea Act 1991 of the Commonwealth of Australia and includes the Carriage of Goods by Sea Regulations 1998 made thereunder (and includes any amendments to the Act or the Regulations made from time to time).  
"COGWA" means the Carriage of Goods by Water Act 1950 of Canada.  
"Combined Transport" arises where the Carriage called for by this Bill of Lading is not Port to Port. "Container" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate goods.  
"Goods" includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.  
"Hague Rules" means the provisions of the International Convention for Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 23rd August 1924.  
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd August 1968.  
"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.  
"Person" includes an individual, a partnership, a body corporate or other entity.  
"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front thereof specify any place or spot within the area of the port so nominated.  
"Shipping Unit" shall be determined in accordance with Clause 6(D) below, and shall include any such unit" as determined in accordance with the Hague Rules, Hague-Visby Rules or any legislation making such Rules compulsorily applicable (including but not limited to COGSAR, COGSA or COGWA) to this Bill of Lading.  
"Stuffed" includes vanned, filled, consolidated, packed, loaded or secured.

**2. CARRIERS TARIFF**

The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or its agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail to the extent of such inconsistency but no further.

**3. WARRANTY**

The Merchant warrants that in agreeing to the terms hereof it is, or is the agent of, and has the authority of, the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

**4. NEGOTIABILITY AND TITLE OF THE GOODS**

(1) This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive it to transfer the Goods hereon described.  
(2) This Bill of Lading shall be prima facie evidence of the taking charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.  
(3) Certain rights and immunities for the Carrier and other persons

**5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS**

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.  
(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and its servants or agents, and all others involved in the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage, and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for its benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on its own behalf but also as agent or trustee for the persons and vessels, and such persons and vessels shall to this extent be deemed to be parties to this contract.  
(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.  
(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in Tort.

**6. CARRIER'S RESPONSIBILITY**

(1) Clause Paramount  
(A) Subject to clause 13 below, this Bill of Lading insofar as it relates to sea carriage by a vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules (or any statutory modification thereof) compulsorily applicable to this Bill of Lading (including, but not limited to COGSAR, COGSA or COGWA) and the provisions of the Hague Rules or other applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSAR or COGWA if this Bill of Lading is subject to Australian, US or Canadian law respectively) shall apply to the carriage of Goods by inland waters and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.  
(B) In addition to the extent that the provisions of the Harter Act of the United States of America 1893 or COGSAR would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading or on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of clause 6(B) below, but if such provisions are to be invalid such responsibility shall be subject to COGSA or COGSAR (as respectively applicable).  
(2) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287 inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America). If any loss of or damage to Goods occurs at inland waters and the owners, charterer or operator of the vessel establishes a limitation fund, the liability of the Carrier shall be limited to the proportion of the said limitation fund allocated to the Goods.  
(3) Notwithstanding any other provision of this Bill of Lading, this Bill of Lading shall have effect subject to any legislation making the United Nations Convention on the Contract of Goods by Sea 1978 ("the Hamburg Rules") compulsorily applicable to this Bill of Lading and in such circumstances the Hamburg Rules nullify any stipulation derogating therefrom to the detriment of the shipper or consignee. If any term of this Bill of Lading be repugnant to any legislation making the Hamburg Rules compulsorily applicable to this Bill of Lading, such term shall be void to the extent of such repugnance but no further.

**7. PORT TO PORT SHIPMENT**

Subject to sub-clause 6(1)(A)(ii) above, the responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms of this Bill of Lading.

**8. COMBINED TRANSPORT**

Except as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into its charge until the time of delivery to the extent set out below.  
(A) Where the stage of Carriage where the loss or damage occurred cannot be proved:  
(i) The Carrier shall be entitled to rely upon an exclusion of liability under the Rules or legislation that would have applied under sub-clause 6(1)(A)(ii) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague-Visby Rules (or COGSAR or COGWA if this Bill of Lading is subject to Australian, US or Canadian law respectively).  
(ii) Where under sub-paragraph (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage.  
(iii) Subject to sub-clause 6(A)(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules or any legislation applying such rules (including, but not limited to COGSAR, COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US\$20 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser (provided that if the loss or damage is sustained in any other currency, the limit of the Carrier's liability hereunder shall be calculated according to the exchange rate applicable as at the date that the Goods were delivered or should have been delivered).  
(iv) The value of the Goods shall be determined by reference to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.  
(B) Where the stage of Carriage where the loss or damage occurred can be proved:  
(i) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:  
(a) cannot be departed from by private contract to the detriment of the Merchant, 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 Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;

(ii) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carrier (or inland carriers) and such transportation shall be subject to the inland carriers' contracts of carriage and the provisions thereof which are applicable. The Carrier guarantees the fulfilment of such inland carriers' obligations under their contracts and tariffs; (iii) where sub-paragraphs (i) and/or (ii) above do not apply and the Carrier has sub-contracted the stage of Carriage where the loss or damage occurred, as against the Merchant the Carrier shall have the full benefit of such limitations and exclusions of liability available to such sub-contractor in the contract between the Carrier and such sub-contractor and in any law, statute or regulation and the liability of the Carrier shall not exceed the amount recoverable, if any, by the Carrier from such sub-contractor.  
(iv) Where sub-paragraphs (i), (ii) and/or (iii) above do not apply or are found unenforceable, any liability of the Carrier shall be determined by sub-clause 6(3)(A) above.

**9. GENERAL PROVISIONS**

(A) Delay, Consequential Loss  
(i) The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular need of use or use and save as otherwise provided herein, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage. Furthermore, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage or, other than where COGSAR has compulsory application, loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.  
(ii) Where COGSAR has compulsory application, any liability of the Carrier for loss or damage caused by delay shall be determined in accordance with but subject always to the limitations contained in COGSAR.  
(B) Package or Shipping Unit Limitation  
Where the Hague Rules, or Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (including but not limited to COGSAR, COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless it declares a value in accordance with section (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US\$500 and according to COGWA or CANSSO and if COGSAR or the Maritime Transport Act 1984 of New Zealand, is compulsorily applicable under sub-clause 6(1) above, the Carrier's liability, shall be limited to 2 SDR per kilo or 666.67 SDR per package of goods damaged and/or lost, whichever is the greater. If no limitation amount is compulsorily applicable under such Rules or legislation, the Carrier's liability shall be limited in accordance with sub-clause 6(3)(A)(ii) above.  
(C) Ad Valorem: Declared Value of Package or Shipping Unit  
The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

**10. DEFINITION OF PACKAGE OR SHIPPING UNIT**

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. The words "shipping unit" shall mean each physical unit or piece of cargo not stuffed in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and including any articles or things of any description whatsoever, except Goods shipped in bulk, and including any articles or things of any description whatsoever, except calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.  
(E) It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgment of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like shall not exist on receipt.  
(F) Notice of Loss or Damage  
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or its representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery therefor under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.  
(G) Time-bar: The Carrier shall be discharged of all liability unless claim is brought in the proper form and within the time specified in this Bill of Lading or, if no time is specified, within three months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

**11. MERCHANT'S RESPONSIBILITY**

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, and value, are correct and conform to the regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.  
(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.  
(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.  
(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Carrier's other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to charges.  
(5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in sub-clause 5(2) above caused by the Merchant or any person acting on its behalf or to which the Merchant is otherwise responsible.  
(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

**12. CONTAINERS**

(1) Goods may be stuffed by the Carrier in or on Containers and goods may be stuffed with other Goods.  
(2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.  
(3) If a Container has been stuffed by or on behalf of the Merchant:  
(A) The Carrier shall not be liable for loss of or damage to the Goods;  
(i) caused in the manner in which the Container has been stuffed;  
(ii) caused by the unsuitability of the Goods for carriage in Containers;  
(iii) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this sub-paragraph (ii) shall only apply if the unsuitability or defective condition arose:  
(a) without any want of due diligence on the part of the Carrier; or  
(b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.  
(iv) If the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.  
(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.  
(5) TEMPERATURE CONTROLLED CARGO  
(i) The Merchant undertakes not to tender for transportation any Goods which require temperature control without providing written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on behalf of the Carrier). If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.  
(2) Where the Carrier provides a temperature controlled Container, the Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to check that the temperature controlled Container is operating efficiently.

**13. INSPECTION OF GOODS**

The Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

**11. MATTERS AFFECTING PERFORMANCE**

(1) If any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whatsoever and however arising (whether or not the Carriage has been commenced), the Carrier may:  
(A) (Without notice to the Merchant abandoning the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, where upon the responsibility of the Carrier in respect of such Bill shall cease.  
(B) Without prejudice to the Carrier's right subsequently to abandon the Carriage under section (A) above, continue the Carriage. In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.  
(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

**12. METHODS AND ROUTE OF TRANSPORTATION**

(1) The Carrier may at any time and without notice to the Merchant (and the Merchant hereby authorises the Carrier at the Carrier's sole discretion to): use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove the Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is port named on the front hereof as the intended port of loading or intended port of discharge) and comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, goods of all kinds, dangerous, or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.  
(2) The liberties set out in sub-clause (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with sub-clause (1) above or any delay arising therefrom shall be deemed to be within the open and usual cover of the bill of lading and shall not be deemed to constitute a breach by the Merchant and shall not be a deviation of whatever nature or degree.  
(3) DECK CARGO (AND LIVESTOCK)  
(1) Goods of any description whether contained or not may be stowed on, above or under deck without notice to the Merchant and such stowage shall not be a deviation of whatever nature or degree. Subject to sub-clause (2) below, such Goods (whether carried on or above deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules or any statutory modification thereof compulsorily applicable to this Bill of Lading (including, but not limited to COGSAR, COGSA or COGWA).  
(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stowed on the front of this Bill of Lading to be carried on or above deck and which are so carried (and livestock, whether or not carried on or above deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with the carriage of such goods.  
(3) Where COGSAR has compulsory application, the carriage of any Goods on or above deck shall be subject to the provisions of COGSAR that are applicable to such carriage.

**14. DELIVERY OF GOODS**

(1) Delivery of the Goods in any port thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof. The Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the port of destination or at any other place to which the Goods shall constitute due delivery hereunder; and hereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease. Any such storage or other related costs will be for the account of the Merchant.  
(2) If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under sub-clause (1) above, or if in the opinion of the Carrier they are likely to deteriorate, decay, become damaged or incur charges whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may, without prejudice to its other rights which it may have against the Merchant, without notice and without any responsibility whatsoever attaching to it, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

**15. BOTH-TO-BLAME COLLISION**

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) caused in whole or in part by the negligence of the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) of any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant payable to the Merchant by the non-carrying vessel or object, or the owner of, charterer of or person responsible for the non-carrying vessel or object, and self-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

**16. GENERAL AVERAGE**

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 or any subsequent amendment thereof at any place at the option of the Carrier and the Amended Jones Clause as approved by BIMCO as at the date of issue of this Bill of Lading is incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.  
(2) Notwithstanding sub-clause (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.  
(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

**17. CHARGES**

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.  
(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.  
(3) All Charges shall be paid without any self-off, counter-claim, deduction or stay of execution.

**18. LIEN**

The Carrier, its servants and or agents shall have a lien on the Goods and any documents relating thereto and a right to sell the Goods either by public or private sale or auction without notice for freight (including additional freight, advance freight and freight payable after delivery), prime, dead weight, demurrage, detention charges, fines, salvage, general average contribution, coverage of any kind whatsoever and without limitation and for all and debts, charges, expenses or other sums due and owing by the shipper or the consignee of the Goods to the Carrier or for the account of the Goods, whether arising under this Bill of Lading or under any other Bill of Lading or contract or agreement relating to the Carriage of other Goods by the Carrier on behalf of the shipper and or consignee. In addition this right of lien shall extend to cover the costs and expenses of exercising such a lien and such a sale. The lien and rights granted by this clause shall survive delivery of the goods and nothing in this clause shall prevent the Carrier from recovering from the shipper or consignee the difference in the amount due from them or from any of them to the Carrier and the amount realised by the exercise of the rights given to the Carrier under this clause.

**19. VARIATION OF THE CONTRACT**

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

**20. PARTIAL INVALIDITY**

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision and such provision shall be excised from and shall be deemed not to form part of this Bill of Lading. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

**21. TEMPFINGER**

Where the Goods are delivered to a licensed wharfing and where such wharfing is not a person within the scope of sub-clause 5(2) above, the Merchant shall defend, indemnify and hold harmless the Carrier against any claims by the Merchant against such wharfing which such wharfing sets-off, recoups or recovers from the Carrier.

## Tariff Rule Information

032426 NOW GLOBAL LOGISTICS  
AMENDMENT NO. O NRA RULES TARIFF NO. 001 - Between (US and World)

Rule 9: Freight Forwarder Compensation

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 10: Surcharges, Assessorial and Arbitraries

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 10-A: Surcharges, Assessorial and Arbitraries

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off the U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

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Rule 11: Minimum Quantity Rates

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Carrier may charge minimum quantity rates as specified in each individual NRA.

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Rule 12: Ad Valorem Rates

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in rule 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.

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

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Rule 13: Transshipment

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Not Applicable.

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AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 may enter into carrier-to-shipper 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 a shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.
  - (6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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Rule 15: Open Rates in Foreign Commerce

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Not Applicable.

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Rule 16: Hazardous Cargo

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Except as otherwise provided 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 assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.

10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.

11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.

12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

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Rule 16-A: Ocean Carriers Hazardous Cargo Penalties

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Ocean carriers are imposing substantial penalties regarding the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

- i) Mis-declaring hazardous cargo for any reason,
- ii) Not declaring hazardous cargo,
- iii) Booking and declaring a commodity is "Non-Hazardous cargo" while commodity identified is 'Hazardous cargo',
- iv) Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.,
- v) Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo,
- vi) Informing ocean carrier to modify or add IMO/UN No.,
- vii) Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration,
- viii) Amendment of commodity character or IMO/UN No. on booking information, shipping instructions and bills of lading; and
- ix) Untimely, incorrect, and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability.

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AMENDMENT NO. O  
Rule 17: Safety of Life at Sea SOLAS Regulations

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

1. We understand that the SOLAS requirements (Chapter VI Regulation 2, at: <http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf>) require the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to endorse same as Carrier's own certified weight to the steamship line carrying the cargo.

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Rule 18: Returned Cargo in Foreign Commerce

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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NRA RULES 032426 - Between (US and World)

AMENDMENT NO. O

Rule 19: Shippers Requests in Foreign Commerce

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 20: Overcharge Claims

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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. Any claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, within three years of the date of cause of action occurs.

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Rule 21: Use of Carrier Equipment

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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Rule 22: Automobile Rates in Domestic Offshore Commerce

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

Not Applicable.

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Rule 23: Carrier Terminal Rules and Charges

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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

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AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46CFR §§ 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. 612418805**

3. Issued By: United States Fire Insurance Company

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Cargo Tours International, 167-10 South Conduit Avenue, Suite 106, Jamaica, NY 11434.

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

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

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Rule 25: Certification of Shipper Status in Foreign Commerce

**Effective: 19JAN2023 Thru: NONE Expires: NONE Publish: 19JAN2023**

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 46CFR §§520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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Rule 26: Reserved for Future Use

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Reserved for future use

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Rule 27: Loyalty Contracts in Foreign Commerce

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Not Applicable.

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Rule 28: Definitions

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**CARRIER** - means NOW GLOBAL LOGISTICS

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

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

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

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

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

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

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

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

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

**KNOCKED DOWN (KD)** - means that an article must be taken apart, folded, or telescoped in such a manner as to reduce its bulk at least 33.3 percent from its normal shipping cubage when set up or assembled.

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLISHING CARRIER** - means NOW GLOBAL LOGISTICS, a registered Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization Number 032426.

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

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

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

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

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Rule 29:

ABBREVIATIONS, CODES AND SYMBOLS

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### EXPLANATION OF ABBREVIATIONS

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

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Rule 30: Access to Tariff Information

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This tariff is published on the Internet website of NOW GLOBAL LOGISTICS at [www.nowglobal.net](http://www.nowglobal.net). Please refer to the Tariff profile or Tariff Title page for additional contact information.

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