

**SEALINK INTERNATIONAL, INC.**  
**GOVERNING RULES TARIFF 018974-001**  
**AS OF 30-MAY-2017**

Rule 1 SCOPE

effective date = 01Jun2004

Rules and conditions named herein apply to the transportation of cargo between carrier's or their agent's terminal at Ports and Points listed in Paragraph A and carrier's or their agent's terminal listed in Paragraph B.

A. Between ALL PORTS/POINTS OF CALL in the following:

GROUP: DOMESTIC COUNTRIES includes;

Puerto Rico  
US Virgin Islands  
United States  
US BASE PORTS

1) GROUP: US BASE PORTS includes; (See Note)

a) GROUP: ATLANTIC BASE PORTS includes;

Baltimore, MD	Norfolk
Boston, MA	Philadelphia, PA
Charleston, SC	Savannah, GA
Miami, FL	Wilmington, NC
New York, NY	

b) GROUP: GULF BASE PORTS includes;

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

c) GROUP: PACIFIC BASE PORTS includes;

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

d) GROUP: GREAT LAKES BASE PORTS includes;

Chicago, IL

B. AND ALL PORTS/POINTS OF CALL in the following countries  
To/From Which Rates Apply:

1) GROUP: EUROPE COUNTRIES includes;

Austria	Hungary
Belgium	Liechtenstein
Czechoslovakia	Luxembourg
France	Netherlands
Germany	Switzerland

EUROPE BASE PORTS

a) GROUP: EUROPE BASE PORTS includes; (See Note)

Antwerp, BE	Hamburg, GM
Bremen, GM	Rotterdam, NL
Bremerhaven, GM	Le Havre, FR

2) GROUP: UK COUNTRIES includes;

Guernsey	Man, Isle of
Ireland	United kingdom
Jersey	

UK BASE PORTS

a) GROUP: UK BASE PORTS includes; (See Note)

Felixstowe, UK	London, UK
Liverpool, UK	Manchester, UK

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- 3) GROUP: SCANDINAVIA COUNTRIES includes;  
Denmark Jan Mayen  
Faroe Islands Norway  
Finland Svalbard  
Greenland Sweden  
Iceland  
SCANDINAVIA BASE PORTS
- a) GROUP: SCANDINAVIA BASE PORTS includes; (See Note)  
Aarhus, DA Thule, GL  
Gothenburg, SW Trondheim, NO  
Helsinki, FI Vaag, FO  
Reykjavik, IC
- 4) GROUP: BALTIC COUNTRIES includes;  
Poland Union of Soviet  
Socialist Republic
- a) GROUP: BALTIC BASE PORTS includes; (See Note)  
Gdansk, PL Leningrad, UR
- 5) GROUP: MED COUNTRIES includes;  
Albania Malta  
Algeria Monaco  
Andorra Morocco  
Cyprus Portugal  
Gaza Strip San Marino  
Gibraltar Spain  
Greece Syria  
Israel Tunisia  
Italy Vatican City  
Lebanon Yugoslavia  
Libya  
MED BASE PORTS
- a) GROUP: MED BASE PORTS includes; (See Note)  
Bar, YO Monaco, MN  
Beirut, LE Oran, AG  
Bilbao, SP Piraeus, GR  
Durazzo, AL Tangier, MO  
Gibraltar, GI Tripoli, LV  
Haifa, IS Tunis, TS  
Latakia, SY Valetta, MT  
Leghorn, IT
- 6) GROUP: BLACK SEA COUNTRIES includes;  
Bulgaria Turkey  
Romania Union of Soviet  
Socialist Republic  
BLACK SEA BASE PORTS
- a) GROUP: BLACK SEA BASE PORTS includes; (See Note)  
Braila, RO Lom, BU  
Istanbul, TU Odessa, UR
- 7) GROUP: MID-EAST COUNTRIES includes;  
Bahrain Oman  
Egypt Qatar  
Iran Saudi Arabia  
Iraq United Arab Emirates

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Jordan  
Kuwait  
MID EAST BASE PORTS

Yemen

- a) GROUP: MID EAST BASE PORTS includes; (See Note)
- |                |              |
|----------------|--------------|
| Abu Dhabi, TC  | Damman, SA   |
| Alexandria, EG | Doha, QA     |
| Aqaba, JO      | Hodeidah, YM |
| Baghdad, IZ    | Kuwait, KU   |
| Bahrain, BA    | Muscat, MU   |
| Bandar Abbas   |              |
- 8) GROUP: INDIA SUB-CONTINENT COUNTRIES includes;
- |             |           |
|-------------|-----------|
| Afghanistan | Maldives  |
| Bangladesh  | Nepal     |
| Burma       | Pakistan  |
| India       | Sri Lanka |
- INDIA SUB-CONTINENT BASE PORTS
- a) GROUP: INDIA SUB-CONTINENT BASE PORTS includes;  
(See Note)
- |                |             |
|----------------|-------------|
| Bombay, IN     | Colombo, CE |
| Chittagong, BG | Rangoon, BM |
- 9) GROUP: SE ASIA COUNTRIES includes;
- |          |          |
|----------|----------|
| Cambodia | Thailand |
| Laos     | Vietnam  |
- Malaysia  
SE ASIA BASE PORTS
- a) GROUP: SE ASIA BASE PORTS includes; (See Note)
- |             |            |
|-------------|------------|
| Bangkok, TH | Hanoi, VM  |
| Cheko, CB   | Kelang, MY |
- 10) GROUP: FAR EAST COUNTRIES includes;
- |           |             |
|-----------|-------------|
| Hong Kong | Singapore   |
| Indonesia | Taiwan      |
| Japan     | Philippines |
| Korea     |             |
- FAR EAST BASE PORTS  
JAPAN BASE PORTS  
TAIWAN BASE PORTS
- a) GROUP: FAR EAST BASE PORTS includes; (See Note)
- |              |               |
|--------------|---------------|
| Busan, KS    | Hong Kong, HK |
| Djakarta, ID | Manila, RP    |
- b) GROUP: JAPAN BASE PORTS includes; (See Note)
- |           |              |
|-----------|--------------|
| Kobe, JA  | Tokyo, JA    |
| Osaka, JA | Yokohama, JA |
- c) GROUP: TAIWAN BASE PORTS includes; (See Note)
- |             |               |
|-------------|---------------|
| Keelung, TW | Kaohsiung, TW |
|-------------|---------------|
- 11) GROUP: ASIA COUNTRIES NOS includes;
- |       |          |
|-------|----------|
| China | Mongolia |
|-------|----------|
- Macau  
ASIA BASE PORTS NOS
- a) GROUP: ASIA BASE PORTS NOS includes; (See Note)
- |            |             |
|------------|-------------|
| Dalian, CH | Qingdao, CH |
|------------|-------------|

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Fu Chou, CH	Shanghai, CH
Huangpu, CH	
Macao, CH	

- 12) GROUP: SOUTH PACIFIC COUNTRIES includes;
- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| Australia                         | Niue                              |
| Brunei                            | Norfolk Island                    |
| Christmas Island                  | Papua New Guinea                  |
| Cook Island                       | Pitcairn Islands                  |
| Federated States of<br>Micronesia | Solomon Islands                   |
| Fiji                              | Tonga                             |
| French Polynesia                  | Trust Territory of<br>the Pacific |
| Kiribati                          | Tuvalu                            |
| Marshall Islands                  | Vanuatu                           |
| Nauru                             | Western Samoa                     |
| New Zealand                       |                                   |
| Niue                              |                                   |
- SOUTH PACIFIC BASE PORTS  
AUSTRALIA BASE PORTS  
NEW ZEALAND BASE PORTS
- a) GROUP: SOUTH PACIFIC BASE PORTS includes;  
(See Note)
- |                  |                  |
|------------------|------------------|
| Auckland, NZ     | Papeete, FP      |
| Auki, BP         | Port Moresby, PP |
| Brunei Town, BX  | Port Vila, NH    |
| Ebeve, RM        | Rarotonga, CW    |
| Guam, GQ         | Saipan, PS       |
| Haapia, TN       | Suva, FJ         |
| Nauru Island, NR | Sydney, AS       |
| Niue Island, NE  | Tarawa, KR       |
| Noumea, NC       | Tuvalu, TV       |
- b) GROUP: AUSTRALIA BASE PORTS includes;
- |              |               |
|--------------|---------------|
| Adelaide, AS | Melbourne, AS |
| Brisbane, AS | Sydney, AS    |
- c) GROUP: NEW ZEALAND BASE PORTS includes;
- |               |                |
|---------------|----------------|
| Auckland, NZ  | Wellington, NZ |
| Lyttleton, NZ |                |
- 13) GROUP: AFRICA COUNTRIES includes;
- |                          |                       |
|--------------------------|-----------------------|
| Angola                   | Madagascar            |
| Bassas Da India          | Malawi                |
| Benin                    | Mali                  |
| Botswana                 | Mauritania            |
| Burkina                  | Mauritius             |
| Burundi                  | Mayotte               |
| Cameroon                 | Morocco               |
| Cape Verde               | Mozambique            |
| Central African Republic | Namibia               |
| Chad                     | Niger                 |
| Comoros                  | Nigeria               |
| Congo                    | Reunion               |
| Djibouti                 | Rwanda                |
| Equatorial Guinea        | Sao Tome and Principe |
| Ethiopia                 | Senegal               |
| Europa Island            | Seychelles            |
| Gabon                    | Sierra Leone          |
| Gambia, The              | Somalia               |

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Ghana	South Africa
Glorioso Islands	Sudan
Guinea	Swaziland
Guinea-Bissau	Tanzania, United
Ivory Coast	Rep. of
Juan De Nova Island	Togo
Kenya	Uganda
Lesotho	Western Sahara
Liberia	Zaire
	Zambia
	Zimbabwe

AFRICA BASE PORTS

- a) GROUP: AFRICA BASE PORTS includes; (See Note)
- |                   |                       |
|-------------------|-----------------------|
| Abidjan, IV       | Luba, EK              |
| Assab, ET         | Mahe, SE              |
| Banjul, GA        | Maputo, MZ            |
| Berbera, SO       | Matadi, CG            |
| Bissau, PU        | Mombasa, KE           |
| Casablanca, MO    | Monrovia, LI          |
| Conakry, GV       | Moroni, CN            |
| Cotonou, BN       | Nouakchott, MR        |
| Dakar, SG         | Pointe Des Galets, RE |
| Dar Es Salaam, SG | Pointe Noire, CF      |
| Djibouti, DJ      | Port Gentil, GM       |
| Douala, CM        | Port Louis, MP        |
| Durban, SF        | Port Sudan, SU        |
| Freetown, SL      | Praia, CV             |
| Jinja, UG         | Principe, TP          |
| Lagos, NI         | Tamatave, MA          |
| Lome, TO          | Tema, GH              |
| Luanda, AO        | Walvis Bay, WA        |

- 14) GROUP: SOUTH AMERICA COUNTRIES includes;
- |           |                  |
|-----------|------------------|
| Argentina | Falkland Islands |
| Belize    | French Guiana    |
| Bolivia   | Guyana           |
| Brazil    | Paraguay         |
| Chile     | Peru             |
| Colombia  | Suriname         |
| Ecuador   | Uruguay          |
|           | Venezuela        |

SOUTH AMERICA BASE PORTS

- a) GROUP: SOUTH AMERICA BASE PORTS includes;  
(See Note)
- |                  |                    |
|------------------|--------------------|
| Albina, NS       | Lima, PE           |
| Antofagasta, CI  | Montevideo, UY     |
| Belize City, BH  | Puerto Cabello, VE |
| Buenos Aires, AR | Santos, BR         |
| Cayenne, FG      | Tolu, CO           |
| Georgetown, GY   | Villeta, PA        |
| Guaqui, BL       |                    |
| Guayaquil, EC    |                    |

- 15) GROUP: CENTRAL AMERICA COUNTRIES includes;
- |             |           |
|-------------|-----------|
| Costa Rica  | Mexico    |
| El Salvador | Nicaragua |
| Guatemala   | Panama    |
| Honduras    |           |

CENTRAL AMERICA BASE PORTS

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- a) GROUP: CENTRAL AMERICA BASE PORTS includes;  
(See Note)
- |                   |                  |
|-------------------|------------------|
| Colon, PM         | San salvador, ES |
| Managua, NU       | Santo Tomas, GT  |
| Puerto Cortes, HO | Veracruz, MX     |
| Puerto Limon, CS  |                  |

- 16) GROUP: CARIBBEAN COUNTRIES includes;
- |                        |                                  |
|------------------------|----------------------------------|
| Anguilla               | Guadeloupe                       |
| Antiqua and Barbuda    | Haiti                            |
| Aruba                  | Jamaica                          |
| Bahamas, The           | Martinique                       |
| Barbados               | Montserrat                       |
| Berumuda               | Navassa Island                   |
| British Virgin Islands | Netherlands Antilles             |
| Cayman Islands         | St Kitts and Nevis               |
| Cuba                   | St Lucia                         |
| Dominica               | St Vincent and the<br>Grenadines |
| Dominican Republic     | Trinidad and Tobago              |
| Grenada                | Turks and Caicos<br>Islands      |

CARIBBEAN BASE PORTS

- a) GROUP: CARIBBEAN BASE PORTS includes; (See Note)
- |                    |                    |
|--------------------|--------------------|
| Antigua, AC        | Pointe a Pitre, GP |
| Basseterre, SC     | Port au Prince, HA |
| Bridgetown, BB     | Port Castries, TD  |
| Fort De France, MB | Port of Spain, TD  |
| Freeport, BF       | Roseau, DO         |
| Georgetown, CJ     | Saint Georges, GJ  |
| Hamilton, BD       | Salt Cay, TK       |
| Kingston, JM       | Santa Clara, CU    |
| Kingstown, VC      | Santo Domingo, DR  |
| Plymouth, MH       | The Road, AV       |
|                    | Tortola, VI        |

- 17) GROUP: FOREIGN COUNTRIES NOS includes;
- |        |                           |
|--------|---------------------------|
| Canada | St Pierre and<br>Miquelon |
|--------|---------------------------|

FOREIGN BASE PORTS NOS

- a) GROUP: FOREIGN BASE PORTS NOS includes; (See Note)
- |              |               |
|--------------|---------------|
| Montreal, CA | St Pierre, SB |
|--------------|---------------|

NOTE: Base Port Groups also apply as interchange ports.

Rule 1-A THROUGH RATES/INTERMODAL TRANSPORTATION

effective date = 01Jun2004

- A. Carrier will provide through intermodal service via combinations of air, barge, motor and rail service.
- B. Intermodal Rates will be shown as single-factor through rates as specified in individual TLIs.
- C. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading.

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D. This tariff contains local, through and proportional rates as defined in 46 CFR Part 514.2.

SUBSTITUTED SERVICE  
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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 of expense which the shippers would have borne had the shipment cleared through the port originally intended.

Rule 2 APPLICATION OF RATES AND CHARGES

effective date = 01Jun2004

- A. Rates as published herein are stated in terms of United States Currency and apply per weight ton of 1000 Kilos (K) or measurement ton of 1 Cubic Meter (CBM), whichever produces the greater revenue, in accordance with the specifications of the applicable rate.
- B.1. Rates as published herein apply between carrier's terminal at port/point of loading and carrier's terminal at port/point of discharge, and unless otherwise specifically provided within individual commodity descriptions do not include terminal, handling, wharfage, marine insurance or any other accessorial charges which are established by Custom of the Port, by Port Tariffs, or by U.S.Customs. Any accessorial charges which are assessed against the cargo will be for the account of the cargo.
2. Rates applying FROM/TO GROUPS named in Rule 1 shall apply from all places named in the GROUPS. GROUP NAMES preceded by an "O" will apply as an ORIGIN GROUP. GROUP NAMES preceded by a "D" will apply as DESTINATION GROUP.
- EXAMPLE: O-ATLANTIC BASE PORTS will apply "from" those ports named in Rule 1(A) (1) (a) whereas D-ATLANTIC BASE PORTS will apply "to" those ports named in Rule 1A(1) (a).
- C. Packages containing articles of more than one description shall be charged on the basis on the rate provided for the highest rated articles contained therein.
- D. Rates as provided apply only on pieces or packages not exceeding 22,400 pounds or 1200 cubic feet or which, because of its width, length or height cannot be wholly loaded within a container.
- E. Rates applying to/from WORLD POINTS and/or U.S.POINTS as stated in Rule 1 will apply via thereof, via routes stated in individual rate items. If no origin/destination is named, rates shall apply from all origins to all destinations via all routes.

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F. Rates applying from/to U.S.Ports shall apply via All-Water Service(AW) unless routing is specifically designated in individual TLIs indicating mode of inland transportation.

G. DESCRIPTION OF SERVICE

-----  
Except as otherwise provided all rates and charges in this tariff are applicable to the transportation of general commodities in containers and apply via the services noted below.

DOOR (D)

AT ORIGIN- applies when the cargo is loaded on shipper's premises at shipper's expenses. Rate includes inland transportation from shipper's premises to carrier's designated facility.

AT DESTINATION- applies when the cargo is loaded on consignee's premises at consignee's expenses Rate includes inland transportation from carrier's facility to the consignee's premises.

HOUSE (H), OCEAN PORT (O) OR CONTAINER YARD (Y)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's designated facility. Rate does NOT include pickup, loading or return of loaded container to carrier's designated facility.

AT DESTINATION- applies when the loaded container is made available to the consignee at carrier's designated facility. Rate does NOT include, delivery, unloading or return of empty container to carrier's designated facility.

MOTOR (M) OR RAIL (R)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's container depot. Rate does NOT include pick-up loading or return of loaded container to carrier's designated MOTOR (M) or RAIL (R) terminal to carrier's facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's MOTOR(M) or RAIL (R) terminal. Rates does NOT include delivery, unloading or return of empty container to carrier's designated container depot. Rate includes all inland transportation from carrier's facility to MOTOR (M) or RAIL (R) terminal.

PIER (P)

AT ORIGIN- applies when the shipper delivers cargo to carrier's designated facility at shipper's expense. Rate includes loading the container by the carrier.

AT DESTINATION - applies when the consignee picks up cargo at carrier's designated facility at consignee's expense. Rate includes unloading the container by the carrier.



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H. PROHIBITED OR RESTRICTED ARTICLES

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Except as otherwise provided, the following articles will not be handled.

- A) Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with carrier.
- B) Cargo which because of its inherent vice is likely to impregnate or otherwise damage carrier's containers or other cargo.
- C) Cargo which requires protection from heat or cold.
- D) Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or 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.
- E) Animals, Birds and Fish, Alive.

I. MARKING OF FREIGHT

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

J. INSURANCE

-----  
Rates named herein do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the carrier.

K. LIMITATION OF SERVICE

- 
- A. The carrier is not obligated under this tariff to transport property for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the judgement of the carrier.
  - B. Nothing in this tariff shall be construed as to create any obligation for the carrier to institute or maintain any service from or to any places named herein, and all rates, rules and regulations will apply when services so mentioned are operating.

L. PARTS

-----  
Wherever rates are provided on articles named herein, the same rates will apply on parts of such articles, except where specific rates are provided for such parts.

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Rule 2-A SERVICE LEVEL

effective date = 01Jun2004

When requested by shipper, REGULA, PREMIUM, and SUPERIOR type of service as shown below shall be offered by the Carrier. The shipper must notify the Carrier prior to shipment as to the type of service preferred and service requested must be clearly marked on the Bill of Lading at the time of the shipment. Unless otherwise specified on the individual commodity items, all rates shall apply via Regular service and the service type codes as Premium or Superior as designated below shall be noted as such on the individual commodity items when applicable.

A. REGULAR SERVICE (R) :

When no specific type of service is requested or if transit time for Premium or Superior service is not met, then the applicable rate shall be based on Regular Type and/or service code is required to be shown.

B. PREMIUM SERVICE (P) :

When Premium Service is requested by the shipper, the carrier shall offer transit time as specified below. If transit does not meet the service availability for Premium Service then the applicable rate shall be based on Regular Type Service.

C. SUPERIOR SERVICE (S) :

When Superior Service is requested by the shipper, the carrier shall offer transit time as specified below. If the transit time does not meet the service availability for Superior Service then the rate shall be based on Premium Service, if applicable. If the transit times for Premium or Superior Service is not met then the applicable rate shall be based on Regular Type Service.

D. The Service Type is based on Transit Time as follows:

1) Transit Time for Inbound/Outbound - From/To Japan, Korea, Taiwan and Hong Kong Ports

Code	Type of Service	Pacific Ports	Atlantic Ports	Gulf/Greak Lakes	Interior Points
P	PREMIUM	35	49	45	48
S	SUPERIOR	25	39	35	38

2) Transit Time for Inbound/Outbound - From/To European Continent, Scandinavia, and United Kingdom

Code	Type of Service	Pacific Ports	Atlantic Ports	Gulf/Great Lakes	Interior Points
P	PREMIUM	35	30	35	35
S	SUPERIOR	33	25	33	33

3) Transit Time for Inbound/Outbound - From China Main Ports, Thailand, Singapore, Malaysia, Australia, New Zealand, and Philippines Main Ports:

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Code	Type of Service	Pacific Ports	Atlantic Ports	Gulf/Great Lakes	Interior Points
P	PREMIUM	49	65	60	65
S	SUPERIOR	39	55	50	55

Rule 2-B DISPOSITION OF FRACTIONS

effective date = 01Jun2004

- A. FRACTIONAL CUBIC FEET- Each item on the Bill of Lading shall be considered separately. On a single package of less than one cubic foot it shall be freighted at one cubic foot. On a single package in excess of one cubic foot, if the fraction is less than one-half cubic foot, it shall be dropped. If the fraction is one-half cubic foot or over, it shall be taken to the next cubic foot. On each item on a Bill of Lading consisting of two or more packages, actual fractions shall be used to determine the total measurement of all the packages. Where the total results in a fraction, such fraction shall be dropped if less than one-half cubic foot. If the fraction is one-half cubic foot or over, it shall be taken to the next full cubic foot. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.
- B. FRACTIONAL INCHES - All fractions under one-half inch shall be dropped. All fractions over one-half inch shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in one dimension, it shall be taken to the next full inch. Where a fraction of exactly one-half inch occurs in two dimensions, the one on the smaller dimensions shall be taken to the full inch and the other dropped. However, if both dimensions are equal, increase one fraction to the next inch and drop the other. Where fractions of exactly one-half inch occur in three dimensions, those on the largest and smallest dimensions shall be taken to the next inch and the other dropped. However, if all three dimensions are equal, increase two of the fractions to the next full inch and drop the other. All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be "outside" measurement of that dimension.
- C. FRACTIONAL DIMENSIONS-Cubic Measurement for the individual pieces or packages will be computed in accordance with the following rules regarding fraction of centimeters:
- 1) All fractions under one-half (1/2) centimeter are to be dropped.
  - 2) all fractions over one-half (1/2) centimeter are to be extended to the next full centimeter.

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- 3) Where fractions of exactly one-half (1/2) centimeter occur on one dimension, it shall be extended to the next full centimeter.
- 4) When extending freight charges on Bills of Lading, the total measurement at each rate shall be rounded off to the nearest 1/1000 (one/one-thousandth cubic meter.)
- 5) All irregular shaped objects will be measured by multiplying the three dimensions and that the measurement used for each dimension will be the "outside" measurement of that dimension.

Rule 2-C FORCE MAJEURE

effective date = 01Jun2004

Force Majeure Clause: "Without prejudice to any rights or privileges of the carrier under covering Bills of Lading 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 carriers' operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984, as amended by the Ocean Reform Shipping Act of 1998."

Rule 2-D DOCUMENTATION HANDLING CHARGES

effective date = 02Sep2006

Unless otherwise provided in the individual rate item, all shipments shall be subject to Documentation Handling Fee as follows:

\$ 75.00 per Bill of Lading

Rule 2-E MIXED COMMODITIES

effective date = 01Jun2004

Where commodity descriptions are published in this tariff on two or more distinct and separate commodities, the rates shall apply on mixed shipments of the commodities named only and no one commodity may comprise less than 5% of the volume of the shipment. In the case where a mixed shipment contains a commodity comprising less than 5% of the volume of the shipment, the rates to apply shall be the otherwise applicable commodity rates for straight shipments of the commodity. The total of the ocean freight of each portion of the shipment, at the applicable tariff rate and volume shipped of each individual portion shall represent the total applicable ocean freight.

Rule 2-F FREIGHT ALL KINDS (F.A.K.)

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Shipments of Freight All Kinds (F.A.K.) shall be subject to the following conditions:

1. FAK shipment shall contain of any two or more commodities. No one commodity is to exceed ninety (90%) percent of the containers cubic capacity.
2. This item shall not apply to the following:
  - a. Explosive, inflammable, hazardous, or dangerous articles.
  - b. Cargo which requires the use of temperature controlled, tank, platform, flatrack, open top or other specialized equipment.
3. The following conditions must be met for cargo rated as Freight All Kinds:
  - a. Shipper shall supply to the carrier a packing list setting forth in complete detail the contents of each container (including the description, weight, and measurement of each piece and/or package).
  - b. No more than one Bill of Lading per container shall be issued.
  - c. Each Bill of Lading shall be from one shipper at one origin to one consignee at one destination.
4. Freight forwarders compensation shall not be paid on cargo rated under this item.

Rule 2-G AUTOMATED MANIFEST SYSTEM (AMS)

effective date = 01Jun2004

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non-U.S. port, a Cargo Declaration Data Charge/AMS Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:
  - USD 25.00 per bill of lading
2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:
  - USD 40.00 per correction

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Rule 2-H PER CONTAINER RATE

effective date = 01Jun2004

In the absence of specific per container (PC) rates for 40' x 9' (40A), 40' x 9'6" (40B), or 45' containers, the following shall be applied to the 40' x 8'6" rate.

1. For 40' x 9' containers (40A) - Multiply the through rate by 106.25%
2. For 40' x 9'6" containers (40B) - Multiply the through rate by 112.5%
3. For 45' containers - Multiply the through rate by 126.6%
4. For 20' containers - Multiply the through rate by 75%

Rule 2-I ALAMEDA CORRIDOR CHARGE (ACC)

effective date = 01Jun2004

In order to recover amounts paid to railroads in connection with the railroads' agreements with the Alameda Corridor Transportation Authority to assist in recovering the costs of constructing and operating the Alameda Corridor, all cargo moving through the ports of Los Angeles or Long Beach that is transported by rail through or into Southern California (i.e. the counties of Kern, San Bernardino, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, Orange, Riverside, San Diego and Imperial), whether or not actually carried over the Alameda Corridor, shall be subject to a charge in the following amounts:

Per 20-foot container (20') - US\$16.00  
Per 40-foot container (40' x 8'6") - US\$32.00  
Per 40-foot high cube container (40' x 9'6") - US\$32.00  
Per 45-foot container (45') - US\$36.00

This charge will be included on the bill of lading and will be paid by the cargo interest before release of the cargo to the consignee.

Issued pursuant to 46 CFR Part 520.8(b)(4). Pass Through Charge, not under carrier's control.

Rule 2-J PANAMA CANAL CHARGE (PCC)

effective date = 01Jun2004

A charge of US \$105 per container will be assessed by the carrier for all cargo moving via the Panama Canal. This charge is to be paid together with ocean freight.

Rule 2-K CHASSIS USAGE CHARGE (CUC)

effective date = 02Sep2006

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Unless otherwise specified in the individual rate item, all transpacific westbound shipment shall be subject to Chassis Usage Charge of \$65.00 per chassis.

Rule 3 RATE APPLICABILITY RULE

effective date = 01Jun2004

All tariff rates, rules and charges applicable to a given shipment will be those published and in effect when the cargo is received by the ocean carrier or its agent, including originating carriers in the case of rates for through transportation.

Rule 4 HEAVY LIFT

effective date = 01Jun2004

Not Applicable.

Rule 5 EXTRA LENGTH

effective date = 01Jun2004

Not Applicable

Rule 6 MINIMUM BILL OF LADING CHARGES

effective date = 01Jun2004

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be 1 CBM rate of cargo being shipped per Bill of Lading.

Rule 7 PAYMENT OF FREIGHT CHARGES

effective date = 01Jun2004

A. Freight charges must be prepaid, unless prior arrangements have been concluded in accordance with the following provisions:

- 1) Prepaid freight and Prepayment of freight:  
When freight or charges are prepaid, Bill of Lading must not be issued except upon payment of such freight charges in U.S. dollars or in foreign currency based on the highest (numerical) Telegraphic transfer Selling Rate of Exchange (TTS) for U.S. Dollars pursuant to Rule 3.
- 2) Collect Freight:  
Collect freight and charges must be paid to the ocean carrier prior to release of cargo at terminal ports of discharge.
- 3) Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier.
- 4) Freight charges and all other charges must be prepaid

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on shipments of:

- a) Household Goods
  - b) Personal Effects
  - c) Privately Owned Motor Vehicles
  - d) Refused/Returned Shipments
- 5) In the event that the Consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting desposition of the cargo.
- B. Ocean freight and other Tariff charges are due and completely earned upon receipt of cargo by the Carrier, ship and/or cargo lost or not lost.
- C. Currency Clause:  
Rates and Charges are quoted in United States of America 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 of this relationship, the Carrier reserves the right upon publication if in conformity with the provisions of the United States Shipping Act of 1984, as amended, to adjust the rates and charges as required to remove the adverse effects.
- D. Freight and charges on collect shipments shall be paid for prior to the delivery of the cargo.
- E. Prepayment of freight monies and charges at destination, must be made in full for the complete original Bill of Lading quantity prior to the release of any original ocean Bill of Lading by the Carrier to the Shipper or his duly authorized licensed Freight Forwarder or his Agent.

Rule 8 BILL(S) OF LADING

effective date = 01Jun2004

1. (a) Except as otherwise provided herein, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936, which shall be deemed to be incorporated herein and noting herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the Carrier. If this Bill of Lading is issued or delivered in a locality where there is force a compulsorily applicable Carriage of Goods by Sea Act. Ordinance of Statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels, August 25, 1924,



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it shall be subject to the provisions of said Act, Ordinance or Statute hereto annexed.

(b) The Carrier shall be entitled to the full benefit of and right to all limitations of or exceptions from liability authorized by any provisions of Section 4281 to 4288, inclusive of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

2. In this Bill of Lading

(a) "Carrier" means and includes the Carrier named on the face side hereof, the vessel, her owner, Master, operated, demise chartered, and if bound hereby, the time chartered, and any substitute Carrier whether the owner, operator, charterer or Master shall be acting as carrier or bailee.

(b) "Vessel" means and includes the ocean vessel on which the Goods are shipped, named on the face hereof or any substitute vessel, also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract.

(c) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this bill of lading, the owner of the Goods or person entitled to the possession of the Goods and the servants or agents of any of these.

(d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the Merchant.

(e) "Goods" means and includes the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.

(f) "Container" means and includes any container, van, trailer, transportable tank, flat, pallet or any similar article of transport.

(g) "Person" means and includes any individual corporation, partnership or other entity as the case may be.

(h) "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

3. It is understood and agreed that other than the said Carrier, no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents employees, representatives, and all stevedores, terminal operators, crane operators, watchmen, carpenters, ship cleaners, surveyors, and other independent contractors whatsoever) is or shall be deemed to be liable with respect of the goods as carrier, bailee or otherwise howsoever, in contract or in tort if, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods, all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described in contracting for the foregoing exemptions, limitations and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all person described above, all of whom shall to this

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extent be deemed to be a party to this contract evidenced by this Bill of Lading, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

4. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by laws, any liability by the respective participating carriers for loss or damage to the goods or packages carried hereunder shall be governed by the following.

(a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier, only the ocean carrier shall be responsible therefor, and any liability of the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and any law compulsorily applicable.

(b) If loss or damage occurs while the goods or packages are in the custody of a participating domestic or foreign Carrier, only the participating domestic or foreign Carrier(s) shall be responsible therefor, and any liability of such participating domestic or foreign Carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier's Bill(s) of Lading, whether issued or not, tariff(s) and law compulsorily applicable in the circumstances.

(c) Notwithstanding subdivision (a) and (b) hereof, it is contemplated that the goods or packages will from time to time be carried in through transportation that will include inland transportation within the United States by Railroad and sea carriage by one or more of the other Carriers above defined. When used on or endorsed on this bill of Lading the word "on board" shall mean and include on board the original carrying vessel when the Goods or packages are being transported from a foreign port or place to the continental United States, but when the goods or packages are being transported from the continental United States to a foreign port or place "on board" shall mean and include on board a rail car operated by the originated carrier and enroute by rail to the port of loading for loading on board the Carrier's or participating Carrier's vessel).

(d) If loss or damage occurs after receipt of the Goods or packages hereunder, and if cannot be determined from the records of the ocean, Carrier or participating domestic or foreign Carrier(s) whether such damage or loss occurred during ocean, domestic or foreign carriage, it shall be conclusively presumed that the loss or damage occurred on board the vessel and while the Goods or packages were in the custody of the ocean Carrier.

(e) At all times when the goods or packages are in the custody of the above mentioned participating domestic or foreign Carriers, such Carriers shall be entitled to all the rights, defenses, exceptions form or limitaitons of liability and immunitites of whatsoever nature referred to or incorpoerated herein applicalbe or granted to the

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Carrier as herein defined to the full extent permitted to such domestic and foreign Carriers under this Bill(s) of Lading, tariffs and any other laws applicable or relating thereto, provided however, that nothing contained in this Bill of Lading shall be deemed a surrender by these domestic or foreign Carriers of any of their rights and immunities or an increase of any of their limitations of and exonerations from liability under their said Bill(s) of Lading, tariffs or laws applicable or relating to said carriage.

(f) In making any arrangements for transportation by participating domestic or foreign Carriers of the Goods or packages carried hereunder, either before or after ocean carriage, it is understood and agreed that the ocean Carrier acts solely as agent of the merchant, without any other responsibility whatsoever, and it assumes no responsibility as Carrier for such domestic or foreign transportation.

(g) Notice of loss or damage and claim against the ocean Carrier, where applicable shall be given to the ocean Carrier, and surf commenced as provided for in Clauses 30 and 31 hereof. Notice of loss or damage against the participating domestic or foreign Carrier(s), where applicable, shall be filed with the participating domestic or foreign Carrier(s) and surt commenced as provided for in the terms, conditions and proviosns of said Carrier(s) Bill(s) of Lading or by law applicable thereto it is understood by the Merchant that such terms, conditions and provisions, as they pertain to notice of, and claim for, loss or damage and commencement of surf, contain different requirements than those requirements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.

5. The goods carried hereunder are subject to all terms and provisions of the Carrier's applicable Tariff or Tariffs on file with the Federal Maritime Commission, Interstate Commerce Commisssion or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the said Tariff or Tariffs are hereby incorporated herein as part of the Terms and conditions of thsi Bill of Lading. Copies of the relevent provisions of the applicalbe Tariff or Tariffs are obtainable from the Carrier. Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request in the event of any conflict between the terms and porviiosn of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

6. The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the goods and this Bill of Lading.

7. (a) the Carrier shall be entitled to sub-contraction any terms the whole or any part of the carriage loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(b) As to through transportation, the Carrier undertakes

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to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other Carriers to accomplish the combined transport from place of receipt to place of delivery. Whenever any stage of the combined transport is accomplished by any land or air Carrier or any other water Carrier, each such stage shall be controlled according to any law compulsorily applicable to such stage and according to the contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth herein.

8. The Carrier shall be entitled but under no obligation to open any container at any time and to inspect the contents unless applicable law prohibits same, if it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

9. Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and U.S. Carriage of Goods by Sea Act, 1936 and similar legislation.

10. Deck cargo (except goods carried in containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub Section 2(a) to (p), inclusive, of the United States Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier any warranty of seaworthiness in the premises being hereby waived and the burden of proving liability being in all respects upon the Merchant except as provided above such shipments shall be deemed Goods and shall be subject to all terms and provision of this Bill of Lading relating to Goods.

11. Special Containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and when furnished, may entail an increased freight rate or charge. Shipper shall advise Carrier of desired temperature range when delivering goods to Carrier and Carrier shall exercise due diligence to maintain the temperature within a reasonable range while the containers are in its custody or control. The Carrier does not, however, accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by Carrier.

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12. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not also ports in or out of the advertised, geographical or usual route or order even though in proceeding thereto the vessel may sail beyond the port of discharge named herein or in a direction contrary thereto or return to the original port, or depart from the direct or customary route and includes all canals, straits, and other waters. The vessel may call at any port for the purpose of the current, prior or subsequent voyages. The vessel may omit calling at any port whether scheduled or not, and may call at the same port more than once, may discharge the goods during the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, drydock with or without cargo on board, stop to repairs shift berths, make trial trips or tests, take fuel or stores, remain in port, be on bottom, aground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and sail armed or unarmed, and with or without convoy.

The Carrier's sailing schedules are subject to change without notice, both as to the sailing date and date of arrival. If this is a Through Bill of Lading, no Carrier is bound to transport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise. No Carrier shall be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier.

13. If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation and the Merchant shall pay any additional cost of carriage to and delivery and storage at such place or port.

14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Goods at a specified dock or place, it is mutually agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Carrier, the vessel can get to, lie at, and leave said dock or place, always safely all out, and only if

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such dock or place is available for immediate receipt of the Goods and that otherwise the Goods shall be discharged as otherwise provided in this Bill of Lading, whereupon all responsibility of Carrier shall cease.

15. The port authorities are hereby authorized to grant a general order for discharge immediately upon arrival of the vessel and the Carrier, without given notice either of arrival or discharge, may, immediately upon arrival of the vessel at the destination, discharge the goods continuously. Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be.

The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft or other loading or discharging place.

Landing and delivery charges and pier dues shall be all the expense of the goods unless included in the freight herein provided for if the Goods are not taken away by the consignee by the expiration of the next working day after the Goods are at his disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to be where landed, but always at the expense and risk of the Goods. The responsibilities of the Carrier in any capacity shall all together cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of Customs or other authorities, or into that of any municipal or governmental concessionaries or depository. The Carrier shall not be required to give any notification of disposition of the goods, except as may be otherwise provided in this Bill of Lading.

16. At ports or places where, by local law, authorities, or custom, the Carrier is required to discharge cargo to lighters or other craft, or where it has been so agreed, or where wharves are not available which the ship can get to, lie at, or leave always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the vessel, the Merchant, shall promptly furnish lighters or other craft to take delivery alongside the ship, at the risk and expense of the Goods, if the Merchant, fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Goods. Discharge of the goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the goods shall thereupon terminate.

17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority, or having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations. Discharge or delivery of

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the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillment of the contract. Any extra expense incurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.

18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carriers will not call, the Carrier may without notice, forward the whole or any part of the shipment before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the Goods by water, by land or by air or by any combination thereof, whether operated by the Carrier or others and whether departing or arriving or scheduled to depart or arrive before or after this ship expected to be used for the transportation of the shipment. The Carrier may delay forwarding awaiting a vessel or conveyance in its own service or which it has established connections. In all cases where the shipment is delivered to another Carrier or to a lighter, Port Authority, warehousemen or other bailee for transshipment the liability of this Carrier shall absolutely cease when the goods are out of its exclusive possession and shall resume, until the goods again come into its exclusive possession, and the responsibility of this Carrier during any such period shall be that of any agent to the Merchant, and this Carrier shall be without any other responsibility. Carriage by any transshipping or on-Carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading consignment note, contract or other shipping document used at the time by the Carrier performing such transshipment or forwarding.

19. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage or loss to the Carrier or any part of the Goods, to make it unsafe, imprudent or unlawful for any reason to receive, keep, load or carry the goods, or commence or proceed on or continue the transport or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge or delivery, or to give rise to delay or difficulty in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep, load or carry the goods or may devan the contents of any container(s) at another port, depot, lighter, craft or other place, or may forward or transship them as provided in this Bill of Lading, or the Carrier or the Master may retain the Goods, vanned or unvanned on board until the return of the vessel to the port of loading or to the port of discharge or until such time, as the Carrier or the Master think advisable and discharge the Goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge of the goods

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or of the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, such shall be at the risk and expense of the Goods. such discharging shall constitute complete delivery and performance under this contract and the Carrier shall be free from any further responsibility, unless it be shown that any loss or damage to the Goods arose from Carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the Merchant. For any service rendered to the goods as herein above provided or for any delay or expense in the vessel caused as a result thereof, the Carrier shall be entitled to a reasonable extra compensation, all shall have a lien on the goods for such carriage. Notice of disposition of the Goods shall be mailed to shipper or consignee named in this bill of Lading. Goods shut out from the vessel named herein for any cause may be forwarded on a subsequent vessel of this Line or at Carrier's option on a vessel of another Line or by other mode of transportation.

20. Notwithstanding the foregoing, the Carrier shall neither be liable therefor, nor concluded as to, the correctness of any such marks, descriptions or representations.

When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this Bill of Lading, owners of the goods and person entitled to the possession of the goods shall be and remain liable jointly and severally for any loss or damage to the cargo unit during such loading or discharge, howsoever occurring until the cargo unit is returned to Carrier's custody and, at tariff rates, for any delay beyond the time allowed for such loading or discharge, and for any loss, damage or expenses incurred by Carrier as a result of the failure to return the cargo unit to the Carrier in the same sound condition and state of cleanliness as when received by shipper. Such loss, damage, expense or delay shall constitute a lien on the Goods.

Where a cargo unit is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the Goods are damaged or not Carrier shall not be liable for loss or damage caused to the goods by or during such unpacking or unloading.

21. When containers, vans, trailers, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and count" Carrier has no reasonable means of checking the quality, weight, condition or existence of the contents thereof, does not represent the quantity, weight, condition, or existence of such contents, as furnished by the shipper and inserted in this Bill of Lading, to be accurate, and shall not be liable for nonreceipt or misdescription of such contents. Carrier shall have no responsibility or liability



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whatsoever therefor or for the packing, loading, securing and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting therefrom, or for the physical suitability of structural adequacy of such cargo units properly to contain their contents.

The Merchant, whether principal or agent, by packing or loading the cargo unit and/or by allowing the cargo unit to be so packed or loaded, represents guarantees and warrants, (a) that the Goods are properly described, marked and safely and securely packed in their respective cargo units, that such cargo units are physically suitable, sound and structurally adequate properly to contain and support the Goods during handling and on the transport and that the cargo units may be handled in the ordinary course without damage to themselves or to their contents, or to the vessel or conveyance or to their other cargo, or property, or persons, (b) that all particulars with regard to the cargo units and their contents, and the weight of each said cargo unit, are in all respects correct, and (c) that they have ascertained and fully disclosed in writing to the Carrier and all participating Carrier on or prior to shipment, and condition, ingredient or characteristic of the Goods which might indicate that they are inflammable, explosive, corrosive, radioactive, noxious, hazardous or dangerous in nature, or which might cause damage, injury or detriment to the Goods, or to the vessel, conveyance or other cargo or to property or persons and that they have complied fully with all statutes, ordinances and regulations of the Department of Transportation of the United States of America and all other regulatory bodies with respect to labeling, packaging and preparation for shipment of all such Goods.

The shipper, consignee, receiver, holder of this Bill of Lading, owner of the goods and person entitled to the possession of the Goods jointly and severally agree fully to protect and indemnify Carrier and to hold it harmless in respect of any injury or death of any person, or loss or damage to cargo or cargo unit or any other property, or to the vessel or conveyance or expense or line arising out of damage to cargo or cargo unit or any other property, or in any way connected with breach of any of the foregoing representations or warranties, howsoever occurring, even without fault of shipper, consignee and/or owner of the Goods, and even though such injury, death, loss or damage is caused in whole or in part by fault of the Carrier or unseaworthiness.

22. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, coopering, baling, reconditioning of the Goods and gathering of loose contents of packages, also for expenses for repairing containers damaged while in the possession of the Merchant for demurrage on containers and any payment, expense, line, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, vessel or conveyance in connection with the Goods, howsoever caused, including any action or requirement of any government of governmental authority or person purporting to act under the authority thereof, seizure under legal

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process or attempted seizure, incorrect or insufficient marking, numbering or addressing of containers, packages or description of the contents, failure of the Merchant to procure consular. Board of Health or other certificates to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

23. Freight shall be payable, at Carrier's option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper herein but the Carrier may, as previously stated herein, at any time open the packages or containers and examine, weight, measure and value the Goods (unless applicable law prohibits same). In case shipper's particulars are found to be erroneous and additional freight payable, the Merchant and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the Goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to place of delivery named herein and advance charges (including on Carrier's) shall be considered completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected a destination, and the Carrier shall be entitled to all freight and charges, extra compensation, demurrage, detention, General Average, claims and any other payments made and liability incurred with respect to the Goods, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, vessel, conveyance and/or cargo lost, damaged or otherwise, or the combined transport changed, frustrated or abandoned. In case of forced abandonment or interruption of the combined transport for any cause, any forwarding of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, without any offset, counterclaim or deduction in the currency of the place of receipt, or, at Carrier's option, in the currency of the place of delivery at the demand rate of New York exchange as quoted on day of arrival of the Goods at the place of delivery.

The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight charges and the amounts due to the Carrier, and for all failure of either or both to perform his or their obligations under the provisions of this Bill of Lading, and they shall indemnify the Carrier against, and hold it harmless from, all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant. Any person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm or corporation to pay any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of the freight.

The Carrier shall have a lien on the Goods and any

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documents relating thereto, which shall survive delivery, for all freight charges and damages of any kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lien, and may enforce this lien by public or private sale and without notice. the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods shall be jointly and severally liable to the Carrier for the payment of all freight, charges and damages as aforesaid and for the performance of the obligations of each of them hereunder.

24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.

25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is weight or quantity as ascertained by a third party other than the Carrier, and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carrier of receipt of goods of the weight or quantity so inserted in the Bill of Lading.

26. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, be reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect, or by its actual fault or privity in any case where this exemption is not permitted by law. Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

27. If the vessel comes into collision iwth another vessel as a result of the fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to the colliding vessels or objects are at fault in respect of a collision, contact, standing or other accident.

This provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America.

28. General average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, except Rule XII thereof, at such port or place as may be selected by the

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Carrier and as to matters not provided for by these Rules, according to the laws and usage of New York.

In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall, if required, be made by the Goods, shippers, consignees or owners of the goods to the Carrier before delivery of the Goods. Notwithstanding anything hereinbefore contained, such deposit shall at the option of the Carrier be payable in United States currency and be remitted to the adjuster pending settlement of the General Average and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the 1974 York-Antwerp Rules, it is agreed that if the Carrier has used due diligence in the stowage of cargo and if the sale prosecution of the voyage is thereafter imperilled in consequence of the disturbance of stowage, the costs of handling, discharge, reloading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.

In the event of accident, danger or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods, jointly and severally shall contribute with the Carrier in General Average of the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods, if a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner, as if such salving ship or ships were owned or operated by strangers. Cargo's contribution in General Average shall be paid to the ship owner even where such average is the result of fault, neglect or error of the Master, pilot, officers or crew. The Merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply.

29. In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of Goods not shipped in packages, per shipping unit, the value of the Goods shall be deemed to be \$500 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or pro rata in case of partial loss or damage, unless the nature of the Goods and

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valuation higher than \$500 per package or per shipping unit shall have been declared by the shipper before shipment and inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the Goods per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value. The words "shipping unit" shall mean each physical unit or place of cargo not shipped in a package, including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges.

Where containers, vans, trailers, transportable tanks, flats, palletized units and other such packages are not packed by the Carrier, each individual such container, van, trailer, transportable tank, palletized unit and other such package and Carrier's liability limited to \$500 with respect to each such package.

30. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to deliver thereof under this Bill of Lading of, if the loss of damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading.

31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or package or the date when the Goods or package should have been delivered. Suit should not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear.

32. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefor has been made in advance, and will not, in any case, be loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to actual possession of and a written receipt therefor is given by the Master or other office, in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such delivery on board the Carrier's responsibility shall cease. If delivery is not so taken

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promptly after the ship;s arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods.

33. 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 cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation and the like did not exist on receipt.

34. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. this Bill of Lading shall be construed according to the laws of the United States and the Merchant grees that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be separable, and if any part or term hereof shall be held invalid, such loading shall not affect the validity or enforeability of any other part or term hereof.

Rule 9 FREIGHT FORWARDER COMPENSATION

effective date = 01Jun2004

A. Payments of Compensation

- 1) Compensation to a licensed Ocean Freight Forwarder will be paid on the ocean segment of the transportation only to the extent of the value rendered in connection with any shipment dispatched on behalf of others when, and only when, such forwarder is licensed with the Federal Maritime Commission under the SHIPPING ACT 1984, and has performed with respect to such shipment the solicitation and securing of the cargo or the booking thereof, or otherwise has arranged for space for such cargo and has performed at least two of the following services.
  - a) The coordination of the movement of the cargo.
  - b) The preparation and processing of the ocean Bill of Lading.
  - c) The preparation and processing of dock receipts and delivery orders.
  - d) The preparation and processing of consolar documents and export declarations.
  - e) The payment of ocean freight charges on such shipments.

B. Rates of Compensation

- 1) Such compensation shall be based on percentage of the tariff rate for the commodity involved.
- 2) The applicable percentage shall be as follows:  
(Applicable only on Export Shipments)  
1.25 %

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- 3) Exceptions- Compensation will not be due or payable on the following:
  - a) Advance charges.
  - b) Temporary freight charges or emergency surcharges.
  - c) Bulk cargos and lumber exempted from filing requirements of the Shipping Act, 1984.
  - d) Military Sealift command or Military Traffic Management Command Cargoes.
  - e) Terminal Handling Charge, Bunker Adjustment Factor, Currency Adjustment Factor or any surcharge named in the tariff.

Rule 10        SURCHARGES AND ARBITRARIES

effective date = 01Jun2004

Not Applicable.

Rule 11        MINIMUM QUANTITY RATES

effective date = 01Jun2004

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

Rule 12        AD VALOREM RATES

effective date = 01Jun2004

- A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
- 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 the Carrier's Bill of Lading covering such shipments and such additional liability will only be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying on the commodities shipped as specified herein.
- C. Where value is declared on any piece or package in excess of the Bill of Lading limit value of \$500.00 the Ad Valorem rate, unless specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading

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limit of value and is in addition to the base rate.

Rule 13      TRANSSHIPMENT

effective date = 01Jun2004

Not Applicable

Rule 14      CO-LOADING IN FOREIGN COMMERCE

effective date = 01Jun2004

DEFINITION:

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Co-loading shall mean the combining of cargo, in the import and export foreign commerce of the U.S., by two or more NVOCCs for tendering to an ocean carrier under the name of one or more of the NVOCCs.

EXTENT OF ACTIVITY:

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Carrier participates in co-loading agreements on a Carrier-to-Carrier relationship. Carrier tendering cargo for co-loading shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded.

AND/OR

Carrier participates in co-loading on a Shipper/Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-load cargo. Carrier shall co-load cargo at its discretion and shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded.

LIABILITY:

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Carrier's liability to the Shipper shall be as specified on the shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

PAYMENT OF FREIGHT CHARGES:

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Where carrier engages in co-loading, carrier will be responsible to pay any other common carrier's rate and charges in order to transport the shipper's cargo to its destination and there will be no additional charge assessed to the shipper.

Rule 15      OPEN RATES IN FOREIGN COMMERCE

effective date = 01Jun2004

Not Applicable.

Rule 16      HAZARDOUS CARGO

effective date = 01Jun2004

A. These terms apply to all commodities which bear



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standard caution labels as required by the "Code of Federal Regulations".

- B. Dangerous Cargo consists of those commodities which are required by the "Code of Federal Regulations" to be confined to on deck stowage only. Such commodities shall be assessed the Cargo, NOS rate, unless otherwise provided.
- C. Hazardous Cargo consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with "Code of Federal Regulations". Such commodities shall be assessed the Cargo, NOS rate unless otherwise provided.
- D. Carrier will hold shipper(s) solely responsible for any penalties and/or damages resulting from failure to comply with the foregoing.
- E. All shipments tendered pursuant to this rule are subject to prior booking with the carrier and are governed by the International Maritime Dangerous Goods Code and Code of Federal Regulations Title 46 Part 146.25 and Title 49 Parts 100-199.
- F. Included in the Foregoing are the regulations of the U.S. Department of Transportation set forth in 46 CFR 146.29, which specified that the following information requirements must accompany each shipment of hazardous goods from the U.S.
  - 1.A 24 Hour Telephone Number  
It is required that the shipper provide on the shipper's document(e.g.the Bill of Lading), a 24 hour emergency telephone number of a person or organization in foreign countries and in the U.S., who had immediate access to, knowledge about the hazardous material and comprehensive emergency response and accident mitigation information for the material. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24 hour telephone number.
  - 2.Emergency Response Measures to Accompany the Cargo The following emergency response information must accompany each hazardous materials shipment and be kept with the vehicle/vessel operator:
    - a description of the hazardous material
    - immediate health hazard information and preliminary first aid measure
    - immediate precautions and methods of handling spills, leaks and fires, etc.
  - 3.NOS Shipments Must Show Technical Name.  
NOS Descriptions of hazardous goods on the shipping paper must be accompanied by the chemical's technical name.

Any fines or penalties incurred due to the failure of the shippers to conform to the regulations will be for the

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account of the shipper. In addition, the shipper shall indemnify and hold carrier harmless from and against any liability for damage to property, or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of the carrier.

Rule 17 GREEN SALTED HIDES IN FOREIGN COMMERCE

effective date = 01Jun2004

Not Applicable.

Rule 18 RETURNED CARGO IN FOREIGN COMMERCE

effective date = 01Jun2004

1. General Application

These provisions apply on cargo returned to the East Coast in original package in which carried eastbound from the Far East. Shippers or cargo owners must evidence the eastbound movement with the following clause on the outward bill of lading: "Returned Cargo EX \_\_\_\_\_ with Vessel \_\_\_\_\_ and Voyage No. \_\_\_\_\_, Bill of Lading No. \_\_\_\_\_, Arrived at (Port) \_\_\_\_\_ on (Date)."

This rule does not apply when the commodity description or the rate of the tariff item includes the word "return" or "returned" or a similar phrase indicating that the commodity or rate applies for return cargo only.

2. Dry Cargo only

Cargo returned to regular port of call within six (6) months after arrival at destination shall be freighted at 85% of the tariff rates.

Rule 19 SHIPPERS REQUESTS IN FOREIGN COMMERCE

effective date = 22May2017

A. Shippers may transmit requests, consultations and complaints to:

SEALINK INTERNATIONAL, INC.  
4011 W Plano Parkway  
Suite 107  
Plano, TX 75093  
TEL: 214-446-1004  
FAX: 866-497-9719

B. As used in this rule, the phrase "request and complaint" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increases or other tariff changes; and protects against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo or other implementation of the tariff. Routine requests for rate information sailing schedules, space availability and the like are not included in the foregoing.

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C. Shippers' request for rate action must include at least the following information:

- Shipper's Name/Address/Telephone Number
- Commodity Description
- Port/Point of Loading
- Port/Point of Discharge
- Cargo Quantity
- Anticipated Shipment Date

Rule 20 OVERCHARGE CLAIMS

effective date = 01Jun2004

All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper or shippers is found to be in error or if the weights or measurements are found to be incorrect. Claims for refunds of excess freight charges will be allowed only when proof of error has been determined as indicated below and only when the original paid freight bill is submitted within 3 years of the date the cause of action accrues. (See NOTE 1).

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, DC 20573, pursuant to Section 11(g) of the Shipping Act, 1984, within 3 years of the date the cause of action accrues.

Claims for freight rate adjustment filed in writing shall be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and claimant's rights under the Shipping Act, 1984.

Measurements:

1. Obvious error in calculation by the carrier.
2. By remeasurement by carrier at port of loading or discharge.
3. By joint measurement by carrier's agent and consignee of shipment at the port of discharge.
4. By remeasurement by a marine surveyor when requested by carrier's agent.

Weight:

By production of invoice or packing list certified by the supplier; or by production of public weigher's certificate.

Remeasurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault.

Note 1: When for any reason claimant cannot provide the original paid freight bill (not photostates), a bond of indemnity must be submitted in lieu thereof.

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Rule 21 USE OF CARRIER EQUIPMENT

effective date = 01Jun2004

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

Rule 22 AUTOMOBILE RATES IN DOMESTIC OFFSHORE COMMERCE

effective date = 01Jun2004

Not Applicable.

Rule 23 CARRIER TERMINAL RULES AND CHARGES

effective date = 01Jun2004

See the following sub-rules.

Rule 23-A DESTINATION DELIVERY CHARGES (DDC)

effective date = 01Jun2004

Unless otherwise provided in the individual rate item, all shipments from Far East and China shall be subject to Destination Delivery Charges (DDC) as follows:

	PACIFIC COAST/IPI -----	ATLANTIC/GULF -----
W/M	\$ 28.10	\$ 31.00
PC20	370.00	535.00
PC40	740.00	1070.00
PC40HQ	835.00	1205.00
PC45	935.00	1355.00

Rule 24 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

effective date = 14Apr2015

A. BONDING OF NVOCCs

1) Carrier has furnished the Federal Maritime Commission a bond in the amount of \$75,000 required by 46 CFR Part 515.21(a) to ensure the financial responsibility of the carrier for the payment of any judgement or any settlement made pursuant to a claim under 46 CFR Part 515.23(b) for damages arising from its transportation related activities or orders for reparations issued pursuant to Section 11 of the Shipping Act of 1984, 46 U.S.C. app. 1702, as amended by the Ocean Reform Shipping Act of 1998, or any penalty assessed against the Carrier pursuant to Section 13 thereof.

2) Bond No.: SU44119

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3) Bond issued by:

ASPEN AMERICAN INSURANCE COMPANY  
175 Capital Boulevard, Suite 300  
Rocky Hill, Connecticut 06067

B. AGENT FOR SERVICE OF PROCESS

1) Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent can not 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.

2) Service of administrative processes, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3) Agent for Service of Process Address:  
Not Applicable - Carrier is a U.S. company.

Rule 25 CERTIFICATION OF SHIPPER STATUS IN FOREIGN COMMERCE

effective date = 01Jun2004

Not Applicable.

Rule 26 TIME/VOLUME RATES IN FOREIGN COMMERCE

effective date = 01Jun2004

Not Applicable.

Rule 27 LOYALTY CONTRACTS IN FOREIGN COMMERCE

effective date = 01Jun2004

Not Applicable.

Rule 28 DEFINITIONS

effective date = 01Jun2004

Explanation of definitions as used throughout this tariff,

AW.....All Water  
BAF.....Bunker Adjustment Factor  
CAF.....Currency Adjustment Factor  
COFC.....Container on Flat Car  
DDC.....Destination Delivery Charge  
F.....Fahrenheit  
FCL.....Full Container Load  
FI.....Free In to Vessel  
FIO.....Free In and Out to Vessel  
FIO ST....Free In and Out, Stowed and Trimmed  
FO.....Free Out to Vessel  
I.D.....Inside Diameter

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K.D.....Knocked Down  
Min.....Minimum  
MLB.....Mini-Landbridge  
N.O.S.....Not Otherwise Specified  
NVOCC.....Non Vessel Operating Common Carrier  
O.D.....Outside Diameter  
R/T.....Revenue Ton  
SOC.....Shipper Owned Container  
SOTC.....Shipper Owned Tank Container  
SU.....Set Up  
THC.....Terminal Handling Charge  
TLI.....Tariff Line Item  
TOFC.....Trailer on Flat Car  
Viz.....Namely  
VOCC.....Vessel Operating Common Carrier

CARGO, N.O.S - Means articles not otherwise specified in individual commodity items of this tariff

CAUTION - Means articles which may be subject to Rule No.16

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

DRY CARGO - Means cargo other than that requiring temperature control.

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

LABEL CARGO - Means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16.

MIXED SHIPMENT - Means a shipment consisting of articles described in and rated under two or more rate items of this Tariff.

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

ONE COMMODITY - Means any or all the articles described in any one rate item in this Tariff.

REVENUE TON - Means 1,000 kilos or 1 cubic metre as freight charges are assessed.

SHIPMENT - Means a quantity of goods, tendered by one consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one consignee at one port/point of destination.

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STUFFING, UNSTUFFING - Means the physical placing of cargo into or the physical removal of cargo from containers.

WORKING DAY - Means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

Rule 29 SYMBOLS

effective date = 01Jun2004

Explanation of Symbols as Used Throughout this Tariff:

AMENDMENT TYPE  
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- A Increase (in foreign commerce and across-the-board increase in domestic commerce).
- C Change resulting in neither increase or decrease in rates or charges.
- E Expiration (Also use "A" in foreign commerce and "X" in domestic commerce in the application of a higher "Cargo, NOS" or similar rate).
- G General rate increase or decrease (Domestic Commerce)
- I New or initial matter.
- K Rate or change filed by a controlled common carrier member of a conference under independent action (Foreign Commerce).
- M Transportation of U.S. Department of Defense cargo by American- flag common carriers under terms and conditions negotiated and approved by the Military Sealift Command (MSC), (Foreign Commerce).
- P Extension of service to additional port(s) at rates already in effect for similar services at the port(s) being added; or the carrier's establishment additional terminal facilities at the port(s) already served, at the same rates as those currently applicable to comparable facilities of the carrier at the same port (Domestic Commerce).  
  
Addition of a port or point (Foreign Commerce).
- R Reduction (Not a general Rate Decrease in Domestic Commerce).
- S Special Case matter filed pursuant to Special Permission, Special Docket or other commission direction, including a correction amendment to or resubmission (after notice of intent to reject) of, Essential Terms; filing of material to put tariff in order after rejection or overturning a rejection; or, filing of tariff data after suspension, such as for

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domestic carriers and controlled carriers, requires "Special Case number".

T Terminal rates, charges or provisions or canal tolls over which the carrier has no control.

W Withdrawal of an erroneous filing on the same filing date.

X Exemptions:

1. Controlled carrier data in U.S./bilateral trades or in trades served exclusively by controlled carrier; or,
2. Increase in domestic commerce. Not a General Rate Increase or across-the-board increase.

CONTAINER SIZE

LTL	Less Than Load	42	42FT
20	20FT	43	43FT
24	24FT	45	45FT
35	35FT	45A	45FT 9'0" High Cube
40	40FT 8'6"	45B	45FT 9'6" High Cube
40A	40FT 9'0" High Cube	45S	45FT 8'0"
40B	40FT 9'6" High Cube	45X	45FT Any Height
40S	40FT 8'0"	48	48FT
40X	40FT Any Height	53	53FT
N/A	Not Applicable		

CONTAINER TEMPERATURE

AC	Artificial Atmosphere Control
CLD	Chilled
FRZ	Frozen
HTD	Heated
N/A	Not Applicable/Not Operating
RE	Refrigerated
VEN	Ventilated

CONTAINER TYPE

AC	Atmosphere Control
DF	Drop Frame
FB	Flat Bed
FR	Flat Rack
GC	Garmet Container
HH	Half-Height
IN	Insulated
N/A	Non-Containerized Cargo/Not Applicable
OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Load
TR	Trailer
VR	Vehicle Rack

CURRENCY



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-----  
ASD Australian Dollar  
BP British Pound Sterling  
CND Canadian Dollar  
HKD Hong Kong dollar  
JPY/YEN Japanese Yen  
PES Mexican Peso  
SGD Singapore Dollar  
TD/NTD Taiwan Dollar  
USD US Dollar  
PPS Philippine Peso  
BHT Thailand Baht  
RNG Malaysian Ringgit

HARZARD CODE

-----  
A IMO Stow Category A  
B IMO Stow Category B  
C IMO Stow Category C  
D IMO Stow Category D  
E IMO stow Category E  
HAZ Hazardous  
NHZ Non-Hazardous  
N/A Not applicable

LENGTH, WIDTH, HEIGHT UNITS

-----  
FT Feet  
M Meters

LOCATION TYPES

-----  
C Country  
G Group  
P Port  
S State  
Y City

RATE BASIS

-----  
W Weight (1,000 Kilos)  
M Measure (1 Cubic Meter)  
WM Weight/Measure (1,000 Kilos or 1 Cubic Meter,  
whichever produces the greater revenue)  
LS Lump sum  
PC Per Container  
AV Ad Valorem  
EA Each (As defined)  
MBF 1000 Board Feet

SHIPMENT SERVICE

-----  
B Barge  
D Door  
H House  
M Motor  
O Ocean Port  
P Pier  
R Rail Yard  
S Container Station

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T Terminal  
U Rail Siding  
X Team Tracks  
Y Container Yard

VOLUME UNITS

-----  
CFT Cubic Feet  
CBM Cubic Meter

WEIGHT UNITS

-----  
KGS Kilograms  
KT Kiloton  
LBS Pounds  
ST Short tons (2000 LBS)  
LT Long Tons (2240 LBS)

Rule 30 ACCESS TO TARIFF INFORMATION

effective date = 06Dec2005

- A. Tariff Paper Subscription Fee, includes corrections, supplements, amendments and/or reissues, is \$1000.00 per year or part thereof.

Remittance must accompany all requests for initial copy of tariff. Payment of subscription renewal is due each January 1 for the ensuing calendar year.

- B. Internet tariff retrieval is available as an option. This service is available to anyone requesting to view the carrier's tariff within Ocean Tariff Bureau, Inc. web tariff system. A "Public Retrieval" account would need to be set up and activated by Ocean Tariff Bureau, Inc. The one time setup fee is \$55.00, usage fee to view tariff data will be charged \$0.95 per minute subject to \$50.00 minimum billing per month. The agreement will be signed for 12 months. Cancellation of agreement can be done at any time with written 30 days notice to Ocean Tariff Bureau, Inc. as follows:

OCEAN TARIFF BUREAU, INC.  
Tel: (562) 901-2788  
Fax: (562) 901-2688  
Email: sales@oceantariff.com and/or rates@oceantariff.com

Rule 31 SEASONAL DISCONTINUANCE

effective date = 01Jun2004

Not Applicable.

Rule 32 MILITARY CARGO TERMS

effective date = 01Jun2004

Reserved for future use.

Rule 33 PROJECT RATES

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effective date = 01Jun2004

"Project Rate" includes materials and equipment to be employed in the construction or development of a named facility used for a major governmental, charitable, manufacturing, resource exploitation, public utility or public service purpose, and also includes disaster relief projects. None of the materials or equipment covered shall be transported for the purpose of resale or other commercial distribution.

The following clause will appear on the carrier's Bill of Lading for all project rate cargo:

"All materials included in this Bill of Lading are of a wholly proprietary nature and shall not be resold or otherwise commercially distributed at destination"

Rule 34 TERMINAL TARIFFS

effective date = 01Jun2004

Not Applicable.

Rule 35 NVOCC NEGOTIATED RATE ARRANGEMENTS (NRAs)

effective date = 30May2017

As per Part 532 NVOCC NEGOTIATED RATE ARRANGEMENTS of the CFR, Carrier has elected to utilize a combination of NVOCC Negotiated Rate Arrangements (NRAs), and Open Tariff Rates.

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

Tariff Rate means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

EXTENT OF ACTIVITY:  
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Carrier participates in NRA's and utilizes Open Tariff Rates. As required by Part 532.4 of the CFR, the governing rule publication is available to the public at <http://rates.descartes.com>, free of charge.