

**FMC No.: 010821-004  
Non-Vessel Operating Common Carrier**

**Effective Date: 17NOV2011  
Published Date: 17NOV2011  
Expiration Date:**

**Controlled Carrier Status: N**

## **TITLE PAGE**

TARIFF NO. 004  
Governing Rules Tariff  
NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS AND BREAKBULK

BETWEEN  
U.S. PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)  
AND  
WORLD PORTS AND POINTS  
(AS SPECIFIED IN RULE 1-A)

**UNIVERSAL CARGO MANAGEMENT INC.** is a Non-Vessel Operating Common Carrier (NVOCC) licensed with the Federal Maritime Commission (FMC) operating under FMC number 010821N.

### NOTICE TO TARIFF USERS

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

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

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings (collectively “the writings”) which will constitute an offer by Carrier to Shipper for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

All origin and destination local charges apply whether or not included in this Rules Tariff.

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

**PUBLISHED BY:  
UNIVERSAL CARGO MANAGEMENT INC.  
10825 WASHINGTON BLVD  
CULVER CITY, CA 90232  
PUBLISHING OFFICER: SHIRLEY BURKE  
EMAIL: [shirley@universalcargo.com](mailto:shirley@universalcargo.com)  
TEL: 310-216-4024 EXT 13  
FAX: 310-216-4022**

#### TARIFF DETAILS

Tariff Number: **010821-004**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: 17NOV2011  
THRU: None  
EXPIRES: None  
PUBLISH: 17NOV2011  
AMENDMENT TYPE: O  
ORIGINAL ISSUE: 17NOV2011  
WEIGHT RATING: 1,000KGS  
VOLUME RATING: 1CBM  
TARIFF TYPE: GOVERNING RULES TARIFF  
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

#### ORGANIZATION INFORMATION

NUMBER: **010821-004**  
NAME: UNIVERSAL CARGO MANAGEMENT INC.  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
HDQ. COUNTRY: USA  
HOME OFFICE: 10825 WASHINGTON BLVD  
CULVER CITY, CA 90232  
PHONE: 310-216-4024 EXT. 21  
FAX: 310-216-4022  
EMAIL: [SHIRLEY@UNIVERSALCARGO.COM](mailto:SHIRLEY@UNIVERSALCARGO.COM)

#### *Tariff Rule Information*

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

|   |   |
|---|---|
| <a href="#">Rule 1 – Scope</a>  | <a href="#">Rule 8 – Bill of Lading</a>                           |
| <a href="#">Rule 1-A – Scope</a>  | <a href="#">Rule 8-10 Bill of Lading Terms &amp; Conditions</a>   |
| <a href="#">Rule 1-B – Intermodal Service</a>   | <a href="#">Rule 9 – Freight Forwarder Compensation</a>           |
| <a href="#">Rule 2 – Notice to Tariff Users</a>                                       | <a href="#">Rule 10 – Surcharges &amp; Arbitraries</a>            |
| <a href="#">Rule 2A – Application of NRA’s and Charges</a>                            | <a href="#">Rule 10-A – Alameda Corridor Charge</a>               |
| <a href="#">Rule 2-010 – Packing Requirements</a>                                     | <a href="#">Rule 10-B – Peak Season Surcharge</a>                 |
| <a href="#">Rule 2-020 – Diversion by Carrier</a>                                     | <a href="#">Rule 10-C – Emergency Bunker Charge</a>               |
| <a href="#">Rule 2-030 – Mixed Commodities</a>  | <a href="#">Rule 11 – Minimum Quantity Rate</a>                   |
| <a href="#">Rule 2-040 – Container Capacity</a>                                       | <a href="#">Rule 12 – Ad Valorem</a>                              |
| <a href="#">Rule 2-050 – Shipper Furnished Container</a>                              | <a href="#">Rule 13 – Transshipment</a>                           |
| <a href="#">Rule 2-060 – Measurement and Weight</a>                                   | <a href="#">Rule 14 – Co-Loading</a>                              |
| <a href="#">Rule 2-070 – Overweight Containers</a>                                    | <a href="#">Rule 15 – Open Rates</a>                              |
| <a href="#">Rule 2-080 – Shipper’s Load &amp; Count</a>                               | <a href="#">Rule 16 – Hazardous Cargo</a>                         |
| <a href="#">Rule 2-090 – Diversion by Shipper or Consignee</a>                        | <a href="#">Rule 17 – Green Salted Hides</a>                      |
| <a href="#">Rule 2-100 – Mixed Commodities</a>  | <a href="#">Rule 18 – Returned Cargo</a>                          |
| <a href="#">Rule 2-110 – Restricted Articles</a>                                      | <a href="#">Rule 19 – Shippers Request or Complaints</a>          |
| <a href="#">Rule 2-120 – Freight All Kinds</a>  | <a href="#">Rule 20 – Overcharge Claims</a>                       |
| <a href="#">Rule 2-130 - Alternate Rate Service Levels; Economy, Regular, Premium</a> | <a href="#">Rule 21 – Use of Carrier Equipment</a>                |
| <a href="#">Rule 2-140 – AES USA Export Shipments</a>                                 | <a href="#">Rule 22 – Automobiles</a>                             |
| <a href="#">Rule 2-150 – Documentation Fee</a>  | <a href="#">Rule 23 – Carrier Terminal Rules and Charges</a>      |
| <a href="#">Rule 2-160 – AMS Charges</a>  | <a href="#">Rule 23-01 – Destination Terminal Handling Charge</a> |
| <a href="#">Rule 2-170 – Submission Cargo Declaration Data</a>                        | <a href="#">Rule 24 – NVOCC Bond and Process Agent</a>            |
| <a href="#">Rule 2-180 – U.S. Customs Related Charges</a>                             | <a href="#">Rule 25 – Certification of Shippers Status</a>        |
| <a href="#">Rule 2-190 – FDA Prior Notice</a>   | <a href="#">Rule 26 – Reserved for Future Use</a>                 |
| <a href="#">Rule 2-200 – Cargo Roll-Over</a>  | <a href="#">Rule 27 – Loyalty Contracts</a>                       |
| <a href="#">Rule 2-210 – Free Time Detention/Demurrage/Storage</a>                    | <a href="#">Rule 28 – Definitions</a>                             |
| <a href="#">Rule 3 – Rate applicability</a>   | <a href="#">Rule 29 – Abbreviations, Codes &amp; Symbols</a>      |
| <a href="#">Rule 4 – Heavy Lift</a>   | <a href="#">Rule 30 – Access to Tariff Information</a>            |
| <a href="#">Rule 5 – Extra Length</a>   | <a href="#">Rule 31-200 – Reserved for Future Use</a>             |
| <a href="#">Rule 6 – Minimum Bill of Lading</a>                                       | <a href="#">Rule 201 – NVOCC Service Arrangements (NSA)</a>       |
| <a href="#">Rule 7 – Payment of Freight Charges</a>                                   | <a href="#">Essential Terms</a>                                   |

## Tariff Rule Information

Amendment No.: O

Rule 1: Scope

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

U.S. ATLANTIC BASE PORTS (ACBP)

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

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

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

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

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

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World)

Amendment No.: O

Rule 1-A: Worldwide Ports and Points

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Except as otherwise provided, this tariff names rules and regulations applying between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Port Groups.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). NRA's to/from inland points apply via the Northeast Asia Base Port Groups,

(NEASIABP), defined as:

PORT GROUP

NEASIABP

## BASE PORTS

---

Hong Kong, HONG KONG, Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): NRA's apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. NRA's to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:  
PORT GROUP

---

### SEASIABP BASE PORTS

---

Jakarta, INDONESIA, Port Kelang, Penang, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

3. South Asia (SOUTHASIA): NRA's apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRA's to/from inland points apply via the South Asia Base ports (SASIABP), defined as:  
PORT GROUP

---

### SOUTHASIABP BASE PORTS

---

Chittagong, BANGLADESH, Bombay (Mumbai), Calcutta (Kolkata), Madras (Chennai), INDIA, Karachi, Pakistan, Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries:  
Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:  
PORT GROUP

---

### ANZ/OCEANIABP BASE PORTS

---

Adelaide, Brisbane, Fremantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND, Suva, FIJI, Papeete, FRENCH POLYNESIA, Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS Nukualofa, TONGA Port Vila, VANUATU, Spia, WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:  
PORT GROUP

---

### MIDEASTBP BASE PORTS

---

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA, Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and Base Port Group.  
PORT GROUP

---

### AFRICABP BASE PORTS

---

(EAST AND SOUTH AFRICA): Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR  
Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA, (WEST AFRICA) Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA  
Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

7. Mediterranean (MED): NRAs apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP

---

MEDBP  
BASE PORTS

Alger (Algiers), ALGERIA Ponta Delgada, AZORES (Portugal) Las Palmas, Tenerife, CANARY ISLANDS (Spain) Lemosos (Limassol), CYPRUS Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, France, Piraievs (Pireaus), Thessaloniki (Solonika), GREECE Ashdod, Hefa, ISRAEL  
Genova (Genoa), Livorno (Leghorn), ITALY Bayrut (Beirut), LEBANON Funchal, MADEIRA ISLANDS (Portugal) Valletta, MALTA Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, Portugal  
Barcelona, Bilbao, Valencia, SPAIN, Al Ladhqiyyah (Latakia), SYRIA Sfax, Tunis, TUNISIA Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Freenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP

---

NEUROPEBP  
BASE PORTS

Antwerpen, BELGIUM, Varna, BULGARIA, Aarhus, Copenhagen, DENMARK, Helsinki, Kotka, Turku, FINLAND, Le Havre, France, Bremen, Bremerhaven, Hamburg, GERMANY, Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Costanta, ROMANIA, Goteborg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS) Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

9. North America: NRAs apply to/from ports and points in Canada and Mexico. NRAs to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. NRAs to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP

---

CANADABP  
BASE PORTS

St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA  
Toronto, Ontario, CANADA, Vancouver, British Columbia, CANADA

PORT GROUP

---

MEXICOBP  
BASE PORTS

Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): NRAs apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:  
PORT GROUP

CAMERICABP  
BASE PORTS

Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castilla, GUATEMALA  
Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): NRA's applies to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRA's to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:  
PORT GROUP

CARIBBEANBP  
BASE PORTS

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles) Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles) Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC  
Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay, JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONTSERRAT, Basseterre, St Kitts/ Nevis  
Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND CAICOS ISLANDS, Port of Spain, TRINIDAD

12. South America (SAMERICA): NRA's apply to/from ports, and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. NRA's to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:  
PORT GROUP

CARIBBEANBP  
BASE PORTS

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY La Guaira, Maracaibo, Puerto Cabelllo, VENEZUELA, NRA's also apply to/from ports and inland points named in the individual NRA's.  
[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 1-B: Intermodal Service

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

Intermodal through rates applies between points in the U.S.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 2: Notice to Tariff Users

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs").
- b. NVOCC NRA means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

- c. Carrier's Rules are provided free of charge to Shipper at [http://www.universalcargo.com/Portals/57382/docs/ucm\\_nra\\_rules\\_tariff.doc](http://www.universalcargo.com/Portals/57382/docs/ucm_nra_rules_tariff.doc) containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings (collectively "the writings") which will constitute an offer by Carrier to Shipper for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).
- f. All origin and destination local charges apply whether or not included in this Rules Tariff.  
[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**  
**Amendment No.: O**  
**Rule 2A: Application of NRAs and Charges**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

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

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

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

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

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

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

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

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

4. NRA's do not include Marine Insurance or Consular fees.



5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

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

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

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

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

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

10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carriers under covering Bill of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and effecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to Bill of Lading provisions set forth in the governing Bill of Lading tariff that are applicable to actual routing of the cargo."

11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the NRA of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific NRA for the commodity in question.

12. When two or more NRA's may be applicable to a given shipment and one NRA is more specific than the others, the most specific NRA shall apply. One NRA is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

An NRA from/to a specific destination is more specific than an NRA to/from a geographic range or zone, (Examples):

An NRA from New York, NY is more specific than an NRA from Atlantic and Gulf Base Ports (AGBP).

An NRA to Yokohama, Japan is more specific than an NRA to Japan Base Ports (JBP).

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

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

#### 14. TYPES OF SERVICE PROVIDED

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

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

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

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

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

#### 15. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained in this tariff.

##### Container Yard (Y)

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

##### Container Freight Station (S)

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

##### Door (D)

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

##### Ocean Port (O)

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

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

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

IPI Service, from Asia to USA

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

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

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

RIPi Service, from Asia to USA

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

#### 16. ADVANCED CHARGES

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

|                  |  |
|------------------|--|
| 010821-004:      | UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World) |
| Amendment No.: 0 |  |
| Rule 2-010:      | Packing Requirements   |

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**  
**Amendment No.: O**  
**Rule 2-020: Diversion By Carrier**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**  
**Amendment No.: O**  
**Rule 2-030: Mixed Commodity Rates**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Mixed Commodities

Mixed Commodities shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment. [\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**  
**Amendment No.: O**  
**Rule 2-040: Container Capacity**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Where rules or NRA's make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

| SIZE                      | TYPES                 | TEMPATURE                        | SERVICE TYPE        |
|---------------------------|-----------------------|----------------------------------|---------------------|
| 20' Std 20 Foot Container | AC Atmosphere Control | AC Artificial Atmosphere Control | D Door              |
| 40' Std 40 Foot Container | DF Drop Frame         | CLD Chilled                      | M Motor             |
| 40' HC 40 Foot High Cube  | FB Flat Bed           | FRZ Frozen                       | R Rail Yard         |
| 40' Flat Rack             | FR Flat Rack          | HTD Heated                       | S Cont Frgt Station |
| 45' Std 45 Foot Container | GC Garment Container  | N/A Not Applicable/Not Operating | U Rail Siding       |
| 48' Foot Container        | HH Half Height        | RF Refrigerated                  | X Team Tracks       |
| 53' Foot Container        | IN Insulated          | VEN Ventilated                   | Y Container Yard    |
|                           | N/A Not Applicable    |                                  |                     |
|                           | N/C Non-Containerized |                                  |                     |
|                           | OT Open Top           |                                  |                     |
|                           | PC Dry                |                                  |                     |
|                           | PL Platform           |                                  |                     |
|                           | RE Reefer             |                                  |                     |
|                           | TC Tank               |                                  |                     |
|                           | TL Top Loader         |                                  |                     |
|                           | TR Trailer            |                                  |                     |
|                           | VR Vehicle Racks      |                                  |                     |

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-050:** Shipper Furnished Containers

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

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

- A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
- B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
- D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.
- E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdship of the container offered for shipment.

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-060:** Measurement And Weight

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.
2. Rounding off- Dimensions  
 Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. and over are to be rounded off to the centimeter above.
3. Calculating Cubic Measurements

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

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

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

#### 4. OFFICIAL MEASURERS AND WEIGHERS

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

#### 5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 2-070: Overweight Containers

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

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

### Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 2-080: Shipper's Load And Count

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-090:** Diversion of Cargo (By Shipper or Consignee)

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

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

### A. Definition of Diversion:

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

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with Carrier's tariff.
6. There will also be a Diversion Fee of up to \$750.
7. Diversion charges or administrative charge are payable by the party requesting the diversion.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-100:** Mixed Shipments

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity NRA applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**  
**Amendment No.: O**  
**Rule 2-110: Restricted Articles**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Except as otherwise provided, the following articles will not be accepted for transportation:

1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
4. Corpses or cremated remains.
5. Animals, birds, fish, livestock.
6. Eggs, viz: Hatching.
7. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
8. Silver articles or ware, sterling.
9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**  
**Amendment No.: O**  
**Rule 2-120: Freight All Kinds (FAK)**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World)**  
**Amendment No.: O**

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

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**

**Amendment No.: O**

**Rule 2-140: AES USA EXPORT SHIPMENTS**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**

**Amendment No.: O**

**Rule 2-150: DOCUMENTATION FEE**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Except as otherwise provided all shipments will be subject to the following:

1. Documentation Fee: USD65 per B/L

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)**

**Amendment No.: O**

**Rule 2-160: AMS CHARGES**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be USD \$50 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 per correction

3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information



**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

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

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

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

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

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

**C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.**

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

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

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

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly,

Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

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

#### E. INDEMNIFICATION OF CARRIER.

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

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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World)

Amendment No.: O

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

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World)

Amendment No.: O

Rule 2-190: FDA PRIOR NOTICE

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

#### A. Prior Notice and Registration Requirements:

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products

that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

**B. Responsibility for Prior Notice and Registration:**

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

**C. Evidence of Compliance:**

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

**D. Failure to Comply:**

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World)**

**Amendment No.: O**

**Rule 2-200: Cargo Roll-Over Fee**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Carrier will require complete and accurate shipping instructions by the "Document Due By Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

A Cargo Roll-Over Fee of \$200.00 shall be charged.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No.001 - Between (US and World)**

**Amendment No.: O**

**Rule 2-210: Free Time Detention / Demurrage / Storage**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff, as well as, an administration handling fee of USD 50.00 per day. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply, as well as, an administration handling fee of USD 50.00 per day. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Per diem, free time for export is 3 working days from pick up of equipment, thereafter USD 150.00 per day, as well as, an administration handling fee of USD 50.00 per day.

Import: Demurrage, free time shall be 3 working days from availability of equipment at the port, thereafter USD 150.00 per day, as well as, an administration handling fee of USD 50.00 per day.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 3: Rate Applicability Rule

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 4: Heavy Lift

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 5: Extra Length

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 6: Minimum Bill of Lading Charges

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges, as follows:

Los Angeles to Keelung, Taiwan: \$145.00 (All Inclusive)

Los Angeles to Hong Kong: \$125.00 (All Inclusive)

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 7: Payment of Freight Charges

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

#### C. METHODS OF PAYMENT

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

#### D. PREPAID FREIGHT

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

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

#### E. FREIGHT COLLECT

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

#### F. CURRENCY CONVERTABILITY:

##### 1. Conversion Provisions:

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 8: Bill(s) of Lading

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Carrier's bill of lading includes the following clauses on its front side:

Received for shipment in apparent good order and condition.

Terms of this Bill of Lading continued on reverse side hereof.

IN WITNESS WHEREOF, the carrier or its agents has signed three (3) original Bill of Lading all of this tenor and date, one of which being accomplished the others to stand void.

Place and date of issue as indicated above.

For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-10.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 8-10: Bill(s) of Lading Terms and Conditions

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

### BILL OF LADING--TERMS AND CONDITIONS

**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 nothing 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 in force a compulsorily applicable Carriage of Goods by Sea Act, ordinance or 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. It shall be subject to the provisions of said Act, ordinance or statute and rules thereto 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 Sections 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 the Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, 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 an 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 to 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 the 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 persons described above, all of whom shall to this 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 law, 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 therefore, 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 therefore, 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 words "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 originating carrier and en route 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 it 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 from or limitations of liability and immunities of whatsoever nature referred to or incorporated herein applicable or granted to the 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 suit 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 suit commenced as provided for in the terms, conditions and provisions 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 suit, 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 the terms and provisions of the Carrier's applicable Tariff or Tariffs on file with the Federal Maritime Commission, Interstate Commerce Commission 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 this Bill of Lading. Copies of the relevant provisions of the applicable 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 provisions 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-contract on 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 to procure such services as necessary and shall have the right at its sole discretion to contract any mode of land, sea or air transportation 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 or 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 provisions 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.

**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 for 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 endeavors, 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 costs 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, be at, and leave said dock or place, always safely afloat, and only if 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 discharging immediately upon arrival of the vessel and the Carrier, without giving notice either of arrival or discharge, may, immediately upon arrival of the vessel at the designated 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 at 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 lie where landed, but always at the expense and risk of the Goods. The responsibilities of the Carrier in any capacity shall altogether 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 concessionaire 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 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 the 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 with which it has established connections in all cases where the shipment is delivered to another Carrier or to a lighter, Port Authority, warehouseman or other bailee for transshipment, the liability of this Carrier shall absolutely cease when the Goods are out of its exclusive possession and shall not resume until the Goods again come into its exclusive possession, and the responsibility of this Carrier during any such period shall be that of an agent of the Merchant, and this Carrier shall be without any other responsibility whatsoever. The carriage by any 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 of loss to the Carrier of 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 container(s) contents or any part thereof and may require the Merchant to take delivery of Goods at the place of receipt or any other point in the combined transport and upon failure to do so, may warehouse the Goods at the risk and expense of the Goods, or the vessel, whether or not proceeding toward or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment may discharge the Goods and/or 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 thinks advisable and discharge the Goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge of the Goods or of the forwarding thereof as herein provided. When the Goods are discharged from the ship as herein provided, 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 hereinabove provided or for any delay or expense to the vessel caused as a result thereof, the Carrier shall be entitled to a reasonable extra compensation, and 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 type or at Carrier's option, on a vessel of another type or by other mode of transportation.

**20.** Notwithstanding the foregoing, the Carrier shall neither be liable therefore, 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 expense 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 quantity, 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 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 or 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 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 Carriers on or prior to shipment, any 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, packing and preparation of 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 to any injury or death of any person, or loss or damage to cargo or cargo unit of any other property or to the vessel or conveyance or expense or fine arising out of damage to cargo or cargo unit or any other property, or to the vessel or conveyance or expense or fine arising out of 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, fine, 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 or governmental authority or person purporting to act under the authority thereof, seizure under legal 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 of 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, weigh, 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 at 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 amount due to the Carrier, and for any 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 engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant for all purposes and any payment of freight to such 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 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 the 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, by 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 with 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, stranding 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 Carrier and as to matters not provided for by these Rules, according to the laws and usages 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 safe prosecution of the voyage is thereafter imperiled 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 to 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 salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship or ships were owned or operated by strangers. Cargo's contribution in General Average shall be paid to the ship owner even when 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 a 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 piece of cargo not shipped in a package, including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges.

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 including in each instance its contents, shall be deemed a single 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 of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or 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 in 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 shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear.

**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 therefore 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 the Carrier until brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefore is given by the Master or other officer 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 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 from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts 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 holding shall not affect the validity or enforceability of any other part or term hereof.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

|                  |  |
|------------------|--|
| 010821-004:      | UNIVERSAL CARGO MANAGEMENT INC. –<br>FMC Tariff No. 004 - Between (US and World) |
| Amendment No.: O |  |
| Rule 9:          | Freight Forwarder Compensation   |

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Carrier shall pay compensation as negotiated with shipper on applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
  - 1) The coordination of the movement of the cargo to shipside
  - 2) The preparation and processing of the ocean Bill of Lading
  - 3) The preparation and processing of dock receipts or delivery orders
  - 4) The preparation and processing of consular documents or export declarations
  - 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRA's and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation: as specified in the individual NRA).

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

|                  |  |
|------------------|--|
| 010821-004:      | UNIVERSAL CARGO MANAGEMENT INC. –<br>FMC Tariff No. 004 - Between (US and World) |
| Amendment No.: O |  |
| Rule 10:         | Surcharges and Arbitraries   |

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

See following sub-rules.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

|                  |  |
|------------------|--|
| 010821-004:      | UNIVERSAL CARGO MANAGEMENT INC. –<br>FMC Tariff No. 004 - Between (US and World) |
| Amendment No.: O |  |
| Rule 10-A:       | Alameda Corridor Charges   |

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

- \$30.00 per 20' Standard Container
- \$40.00 per 40' Standard and HC Container
- \$50.00 per 45' HC Container

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 10-B: Peak Season Surcharges

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

A Peak Season Surcharge shall apply as follows:

June 1 through November 30

\$300.00 per 20' Container

\$450.00 per 40' Container

\$600.00 per 40' HC Container

\$800.00 per 45' Container

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 10-C: Emergency Bunker Surcharges

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

An Emergency Bunker Surcharge shall apply as follows:

June 1 through November 30

\$300.00 per 20' Container

\$450.00 per 40' Container

\$600.00 per 40' HC Container

\$800.00 per 45' Container

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 11: Minimum Quantity Rates

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 12: Ad Valorem Rates

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

A. The liability of the Carrier as to the value of shipments at the NRA's 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 Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated NRA's applying to the commodities shipped as specified herein.

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 13: Transshipment

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No.001 - Between (US and World)

Amendment No.: O

Rule 14: Co-Loading in Foreign Commerce

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.

B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.

C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.

D. Shippers are responsible for payment of NRA's and charges only to the extent that such NRAs and charges are provided in this tariff.

E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:

"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's)."

F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.

G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 15: Open Rates in Foreign Commerce

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 16: Hazardous Cargo

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

- 1 - Explosives
  - 2 - Gasses; Compressed, liquefied or dissolved under pressure
  - 3 - Inflammable Liquids
  - 4 - Inflammable Solids
  - 5 - Oxidizing Substances and organic peroxide
  - 6 - Poison and infectious substance
  - 7 - Radioactive substance
  - 8 - Corrosives
  - 9 - 10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
  - 11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B
- [\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

**Amendment No.:** O

**Rule 17:** Green Salted Hides in Foreign Commerce

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

**Amendment No.:** O

**Rule 18:** Returned Cargo in Foreign Commerce

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

**Amendment No.:** O

**Rule 19:** Shippers Requests in Foreign Commerce

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)

**Amendment No.:** O

**Rule 20:** Overcharge Claims

**Effective:** 17NOV2011 **Thru:** NONE **Expires:** NONE **Publish:** 17NOV2011

A. Bill of Lading Commodity Description  
Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

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

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



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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### **Tariff Rule Information**

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)  
**Amendment No.: O**  
**Rule 21:** Use of Carrier Equipment

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### **Tariff Rule Information**

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)  
**Amendment No.: O**  
**Rule 22:** Automobile Rates in Domestic Offshore Commerce

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

### **Tariff Rule Information**

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)  
**Amendment No.: O**  
**Rule 23:** Carrier Terminal Rules and Charges

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### **Tariff Rule Information**

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)  
**Amendment No.: O**  
**Rule 23-01:** Destination Terminal Handling Charges

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

### **Tariff Rule Information**

**010821-004:** UNIVERSAL CARGO MANAGEMENT INC. –  
FMC Tariff No. 004 - Between (US and World)  
**Amendment No.: O**  
**Rule 24:** NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

A. Bonding of NVOCC

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

2. **Bond No. 980403**

3. Issued By: Great American Alliance Insurance Company  
580 Wallut Street  
Cincinnati, OH 45201

B. Agent for Service

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable, Carrier domiciled in the U.S. (See Title Page and/or Tariff Record).
2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 26: Reserved for Future Use

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

RESERVED FOR FUTURE USE

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

Not Applicable.

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 004 - Between (US and World)

Amendment No.: O

Rule 28: Definitions

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

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

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

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

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

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

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

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

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

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

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

**KNOCKED DOWN (KD)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

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

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

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

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

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

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

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

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

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

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

**PUBLISHING CARRIER** - means Universal Cargo Management Inc., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 010821.

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

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

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

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

[\(RETURN TO TABLE OF CONTENTS\)](#)

## Tariff Rule Information

010821-004: UNIVERSAL CARGO MANAGEMENT INC.. - FMC Tariff No. 004 - Between (US and World)

Amendment: O

Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011

### EXPLANATION OF ABBREVIATIONS

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

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

### Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 1 - Between US and World**

**Amendment No.: O**

**Rule 30: Access to Tariff Information**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

This tariff is published on the Internet web site of Universal Cargo Management Inc. at [http://www.universalcargo.com/Portals/57382/docs/ucm\\_nra\\_rules\\_tariff.doc](http://www.universalcargo.com/Portals/57382/docs/ucm_nra_rules_tariff.doc)

Interested parties should contact Shirley Burke by email at [shirley@universalcargo.com](mailto:shirley@universalcargo.com) concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 1 - Between US and World**

**Amendment No.: O**

**Rule 31-200: Reserved for Future Use**

**Effective: 17NOV2011 Thru: NONE Expires: NONE Publish: 17NOV2011**

Rules 31-200 Reserved for future use.

[\(RETURN TO TABLE OF CONTENTS\)](#)

### Tariff Rule Information

**010821-004: UNIVERSAL CARGO MANAGEMENT INC. - FMC Tariff No. 1 - Between US and World**

