TOTAL CONNECTION LOGISTIC SERVICES INC.

ORIGINAL TITLE PAGE

FMC No. 026203

NON-VESSEL OPERATING COMMON CARRIER EFFECTIVE DATE: 27JUL2022

PUBLISHED DATE: 27JUL2022

EXPIRATION DATE:

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 002
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD PORTS AND POINTS

TOTAL CONNECTION LOCISTIC SERVICES INC. is a licensed Non-Vessel Operating Common Carrier

TOTAL CONNECTION LOGISTIC SERVICES INC. is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization Number 026203.

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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TARIFF DETAILS

Tariff Number: 002

TARIFF TITLE: NRA GOVERNING RULES TARIFF

EFFECTIVE: 27JUL2022
THRU: None
EXPIRES: None
PUBLISH: 27JUL2022

AMENDMENT TYPE: O

ORIGINAL ISSUE: 27JUL2022 WEIGHT RATING: 1,000KGS VOLUME RATING: 1CBM

TARIFF TYPE: GOVERNING NRA RULES TARIFF

CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER: **026203**

NAME: TOTAL CONNECTION LOGISTIC SERVICES INC.

TRADE NAME:

TYPE: Non-Vessel Operating Common Carrier

HDQ. COUNTRY: USA

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TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

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026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 1: Scor

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

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

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

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

TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World) 026203

AMENDMENT NO. O Rule 1-A:

Worldwide Ports and Points

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA

ARGENTINA

ASHMORE AND CARTIER

ISLANDS AUSTRALIA AUSTRIA BAHAMAS THE BAHRAIN BAKER ISLAND BANGLADESH BARBADOS BASSAS DA INDIA BELGIUM BELIZE BENIN BERMUDA BHUTAN BOLIVIA BOTSWANA BOUVET ISLAND

BRAZIL BRITISH VIRGIN ISLANDS

BRUNEI BULGARIA BURKINA BURMA BURUNDI

CAMBODIA CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN

REPUBLIC CHAD CHILE CHINA

CONGO

CHRISTMAS ISLAND CLIPPERTON ISLAND COCOS (KEELING) ISLANDS COLOMBIA COMOROS

COOK ISLANDS CORAL SEA ISLANDS COSTA RICA CUBA

CYPRUS CZECHOSLOVAKIA DENMARK DJIBOUTI DOMINICA

DOMINICAN REPUBLIC ECUADOR

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EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS

(ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF MICRONESIA

FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA FRENCH SOUTHERN AND

ANTARCTIC GABON GAMBIA THE GAZA STRIP GERMANY GHANA GIBRALTAR GLORIOSO ISLANDS GREECE GREENLAND GRENADA

GUADELOUPE GUAM GUATEMALA GUERNSEY GUINEA GUINEA BISSAU

GUYANA

ICELAND

HEARD ISLAND AND MCDONALD ISLA HONDURAS HONG KONG HOWLAND ISLAND HUNGARY

INDIA INDONESIA **IRAN** IRAQ IRELAND ISRAEL ITALY IVORY COAST JAMAICA

JAN MAYEN JAPAN JARVIS ISLAND JERSEY JOHNSTON ATOLL

JORDAN JUAN DE NOVA ISLAND KENYA

KINGMAN REEF KIRIBATI KOREA DEMOCRATIC PEOPLES REP

KOREA REPUBLIC OF

KUWAIT LAOS LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN

LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA MALDIVES MALI

MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE

MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS

MONACO MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA

NAURU NAVASSA ISLAND NEPAL NETHERLANDS

NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA

NIGER NIGERIA

NIUE NORFOLK ISLAND

NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN PALMYRA ATOLL

PANAMA
PAPUA NEW GUINEA
PARACEL ISLANDS
PARAGUAY

PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO QATAR REUNION ROMANIA

RWANDA SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA

SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SOUTH GEORGIA AND

THE SOUTH SA SPAIN SPRATLY ISLANDS

SRI LANKA ST HELENA ST KITTS AND NEVIS ST LUCIA ST PIERRE AND

MIQUELON ST VINCENT AND THE GRENADINES SUDAN

SURINAME SVALBARD SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN

TANZANIA UNITED REPUBLIC OF THAILAND TOGO TOKELAU

TONGA TRINIDAD AND TOBAGO TROMELIN ISLAND TRUST TERRITORY OF THE PACIFIC

TUNISIA TURKEY

TURKS AND CAICOS

ISLANDS TUVALU UGANDA UNION OF SOVIET SOCIALIST REPU UNITED ARAB EMIRATES UNITED KINGDOM

URUGUAY USA VANUATU VATICAN CITY VENEZUELA VIETNAM VIRGIN ISLANDS WAKE ISLAND WALLIS AND FUTUNA WEST BANK WESTERN SAHARA WESTERN SAMOA

YEMEN YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 1-B: **Intermodal Service**

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2: **Notice to Tariff Users**

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.
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Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2A: Application of NRAs and Charges

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

- 1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
- 2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.
- 3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- 6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

- 7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
- 8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- 9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
- 10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

11. TYPES OF SERVICE PROVIDED

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

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

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

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

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. 12. SERVICE OPTIONS:

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

Container Yard (Y)

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

Container Freight Station (S)

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

Door (D)

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

Ocean Port (O)

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

- b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.
- c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

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

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

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

RIPI Service, from Asia to USA

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

13. ADVANCED CHARGES

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

Tariff Rule Information

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O Rule 2-010:

Packing Requirements

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-020: Diversion by Carrier

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

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

Tariff Rule Information

026203 TOTAL CONNECTION LOGISTIC SERVICES INC.

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

AMENDMENT NO. O

Rule 2-030: Reserved for Future Use

Effective: 27JUL2022 Thru: Expires:09AUG2021 Publish: 27JUL2022

Reserved for future use

Tariff Rule Information

026203 TOTAL CONNECTION LOGISTIC SERVICES INC.
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-030: Booking Cancellation Fee (BCF) – No Show Fee (NSF)

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Effective August 9, 2021, Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

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

026203

TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-035: Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

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TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-040:

Container Capacity

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA. NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

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

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach ("the Ports") shall be applicable to shippers as of the date of this publication in Carrier's tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier on or about November 15, 2021 and thereafter, until such Container Excess Dwell Rates are eliminated by the ocean carriers:

These Dwell Fess are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits: A. Local Import Loaded Container (to be removed by motor carrier)

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

B. Intermodal Import Loaded Container (going by rail)

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

Increase per day-no limit)
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Rule 2-050:

Shipper Furnished Containers

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

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AMENDMENT NO. O

Rule 2-060: Measurement and Weight

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

- 1. All packages will be measured in Centimeters and weight in Kilograms.
- 2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. Official Measurers and Weighers

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

5. Misdescription, Underweights and Undermeasurement

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

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

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Rule 2-070: Overweight Containers

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

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Rule 2-080: Shipper's Load And Count

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

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AMENDMENT NO. O

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

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

A. Definition of Diversion:

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

B. Conditions

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

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Rule 2-100: Security Fees

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Security Fees may be applicable on shipments and identified in each individual NRA. RETURN TO TABLE OF CONTENT

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Rule 2-110: **Restricted Articles**

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

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Rule 2-120: Freight All Kinds (FAK)

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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AMENDMENT NO. O

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

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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AES USA EXPORT SHIPMENTS Rule 2-140:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to assure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the B/L.

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DOCUMENTATION FEE Rule 2-150:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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AMENDMENT NO. O

AMS PROCESSING FEE

Rule 2-160:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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AMENDMENT NO. O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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 transshipped 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

- 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 coloaded 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 redelivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

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

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

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Rule 2-180:

U.S. CUSTOMS RELATED CHARGES

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 2-190: LIEN NOTICE

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or enroute, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales.

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Rule 2-200: Cargo Roll-Over Fee

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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Rule 3: Rate Applicability Rule

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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Rule 4: Heavy Lift

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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Rule 5: Extra Length

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

Tariff Rule Information

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 8: Bill of Lading Terms and Conditions

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Carrier's bill of lading terms and conditions.

TOTAL CONNECTION LOGISTIC SERVICES INC.

BILL OF LADING

FMC-OTI No. 026203NF

FOR PORT-TO-PORT OR COMBINED TRANSPORT

EXPORTER/SHIPPER			BOOKING NUMBER	BILL OF LADING	NUMBER	
			CONSOLIDATION NUMBER	CONTAINER NU	MBER	
			EXPORT REFERENCES	SHIPPER'S REF	ERENCES	
CONSIGNED TO			FORWARDING AGENT	<u> </u>		
			POINT (STATE) OF ORIGIN OR FTZ NUMB	ER		
NOTIFY PARTY/INTERMEDIATE CONSIGNEE			DESTINATION AGENT			
* PRE-CARRIAGE BY	* PLACE OF RECEIPT BY	Y PRE-CARRIER				
VESSEL	PORT OF LOADING/EXP	PORT	LOADING PIER/TERMINAL			
FOREIGN PORT OF UNLOADING	* PLACE OF DELIVERY E	BY ON-CARRIER	CO-LOADED WITH	CONTAINERIZEI YES	D NO	
OADDIEDIO DEGEIDT			DADTION ADO ENDANGUED DV OURDED			
CARRIER'S RECEIPT MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION	PARTICULARS FURNISHED BY SHIPPER N OF PACKAGES AND GOODS		GROSS WEIGHT	MEASUREMENT
* APPLICABLE ONLY WHEN DOCUMENT USED AS		T. P.I. L. O.F. LADING		NURDOSE ON V		
* APPLICABLE ONLY WHEN DOCUMENT USED AS	COMBINED TRANSPOR		DECLARED VALUE (FOR AD VALOREM F (REFER TO CLAUSE 26 ON REVERSE HER	REOF) IN US\$		
In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder. In witness whereof three (3) bills of lading, all of the tenor and date have been signed, one of which being accomplished, the others to stand void.	DESCRIPTION OF CHAR		GHT AND CHARGES			
BY: TOTAL CONNECTION LOGISTIC SERVICES INC., As Carrier		TOTAL PREPAID				
DATE		TOTAL COLLECT				

1. (Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or bales. (B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in (B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (c) "Combined Transport "means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more Inland Carriers. (D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (E) "Merchant" includes the shipper, consigner, owner, and receiver of the Goods and the holder of this Bill of Lading, post of the cargo is packed into container(s) supplied of Turnished by or on behalf of the Merchant, include the container(s) supplied or Turnished by or on behalf of the Merchant, include the container(s) supplied or Turnished by the coff this Bill of Lading and, if the cargo is packed into container(s) supplied of Turnished by or on behalf of the Merchant, include the container(s) supplied that the container of the Merchant includes the vessel named on the face of this Bill of Lading and any ship, eraft, lighter, bugge or other means of transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) flat exceeded the container transportation of goods (I). "Jeste Part exceeded for transportation of goods (I)." Jeste Part exceeded for transportation of goods (I)." Jeste Part exceeded for transportation of goods (I). "Jeste Part exceeded for transportation of goods (I)." Jeste Part exceeded for the part exceeded for transportation of goods (I)." Jeste Part exceeded for the part of the goods (I)." Jeste Part exceeded for the part of the good of the part of the good of the part of the good of the part of the good of

nice of ten Bull of Leidag and any 10°, Crontainer' includes any containers (including an open top container) that whole or in part for the vessel, (I'valianer' includes any containers (including an open top container) that rank, platfor similar rank, platfor simi

P1300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Ocean Carrier and any other water carrier and as otherwise provided in this Bill of Lading.

3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall openate to limit or deprive the Ocean

Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws

Trained on Landmy Statutery, Souther Statutery, Souther Statuter, Southern Statuters, and statuters of my stantatory protection, exemption from, or initiation of liability authorized by the applicable laws, statutes, or regulations of any country.

Statutes, or regulations of any country and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled to subcontract or the Country of the Goods and any and all duties whatsoever undertaken by the Ocean Carrier in relation to the Goods, (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1 (l), or Subcontractor) and conen Carrier, seeper land Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such chaims should nevertheless be made, to indemnify the Ocean Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, every Subcontractor of all bus bootntractor's ablus when the henefit of all provisions in this Bill of Lading for the benefit of the Ocean Carrier as if such provisions were expressly for the Subcontractor's ablus bootned and the contractive of the extent of those provisions, does not only on its own behalf of such Subcontractors.

(Route to Transport) (A) The Goods may, at the Ocean Carriers absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route, once or more offeneed, and air and any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route, once or more offeneed, and air and provisions of discretance and air any other, and other avarigational instruments, make trail traps or tests.

any route whatsoever, whether or not such route is the direct, advertised, or customary route, once or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (C) The Vessel shall have liberty. either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dy dock, go to repair yards, shift berths, take on file of stores, embark or discinmburk any person, error contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be word, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods under the terms of this Bill of Lading on the next available ship or at Ocean Carrier's may forward the Goods under the terms of this Bill of Lading, of the vessel, the Vessel has proceed without earning or loading the Goods in the Tush of the Wessel and the carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel and the ship at the Care Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel and in this Bill of Lading, whether or not the substitute ship is owned or operated by Ocean Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading, the Vessel named the ship with Cecan Carrier the held lable in respect of such action, the Ocean Carrier shall not be considered a deviation. Should the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the contractual carriage and such action, or delay resulting to the contract of the Goods, the Cecan Carrier to

any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Ocean Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the place of delivery by the route and in the manner originally intended by the Ocean Carrier, the Ocean Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Ocean Carrier may deem advisable at the risk and expense of the Merchant andor (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of earinge without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the two the Carrier Carrier and the contract of the Merchant to the store them at any place are the three than the contract of the Merchant of the Carrier are the critical expenses of the Merchant of the Carrier are the critical expenses of the Merchant of the Carrier are the critical expenses of the Merchant of the Carrier are the critical expenses of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and the store them are a place awaiting transshipment, shall be entitled to terminate the transport there and

warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (5) if the Goods are at a place awaining transiphiems, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a whichele, or other means of transport where or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting to commencing to discharge, shall be entitled to discharge the Goods or may part of them at any port or place selected by the Ocean Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) or (4) above shall constitute complete and find delivery and full performance of this contract, and the Ocean Carrier rhereafter shall be free from any responsibility for carriage of the Goods.

[8] If, after storage, discharge, or any actions according to subpart (A) above the Ocean Carrier and the Ocean Carrier for this or the contract of the contract of the Cocean Carrier of the Merchant value of the contract of t

Combined Transport Bill of Lading

or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported

navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion. Supplying is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalises and fines arising or resulting from inaccuracy of any description or particular. Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endonse it as Carrier's own certified weight to the esteamship line carrying the cago. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor or which the Carrier relies.

10. (Usen Carrier's Container) When the Goods are not already packed into a container at the time of receipt by t

age is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers ged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant

engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death for injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant.

12. (Container Packed by Merchant) If the cargo received by the Ocean or Inland Carrier is in a container packed by one helalf of the Merchant. (A) this Bill of Lading is prima face evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the condition or particulars. (B) The Merchant warrants (1) that the showage of the contents of the containers and the condition or particulars. (B) The Merchant warrants (1) that the showage of the continers and the coloning and scaling of the containers are safe and proper, and (2) that the containers and the contents are suitable for handling and earriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant warrants (1) the weetned and on the Ocean Carrier and the Ocean Carrier and the Newcheant and not the Ocean Carrier and the Newcheant and not the Newcheant and not the Ocean Carrier and the Newcheant and not the Newcheant and not the Ocean Carrier and the Newcheant and not for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant's breach of any of these warranties, the Merchant and not the Ocana Carrier shall be responsible for, and the Merchant shall indemnify and hold Ocana Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Ocean Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Ocean Carrier before the transport. (D) If the container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Ocean Carrier's obligation under this Bill of Lading, and the Ocean Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Ocean and

damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Ocean Carrier any exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier. (F) The Ocean Carrier has the right to mapee the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

15, (Stowage Under and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carrier shall not be required to specially note mark, or stump any statement of 70 medes though on the face of this Bill of Lading, any extens to the Contrary notwithstanding. Such on deck carriage shall not be considered a deviation, (B) Goods stowed in poop, forecastle, deck house-shed edech massenge naces on two decire consended.

notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelfer deck, passenger space, or any other coveredii-nspace, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Ocean Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carrier of neck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perlis inherent in or incident to the custody or earriage of such Goods shall be bome by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of 1 doily.

this Bill of Lading

16. (Live Animals and Plants). With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perlis inherent in or incident to such carriage shall be borne by the Merchant, and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the flaque Rules (including U.S. COGSA, notwithstanding Section 1301(e) thereof) and the terms of this Bill of Lading.

17. Valuable Goods The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewely, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in vriting by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the ace of this Bill of Lading and additional freight has been paid as required.

face of this Bill of Lading and additional freight has been paid as required.

8. (Heavy Lift) (A) The weight of a single piece or package exceeding 2.240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant falls in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to inconnection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier and the label for failure or delaying delivery in accordance.

19. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance.

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naturable of the distribution of the McClaff It () rate Cocast - Alter Saan only the responsible to reclaim type of the manufact of continers received (2). The Ocean Carrier shall not be required to unpack the containers and deliver their contents in accordance with branch marks, numbers sixes, to types of items or pieces 3.4 the Ocean Carrier at least 3 days prior to the Carriers discretion and upon the Merchant's request in writing to the Ocean Carrier at least 3 days prior to the content of the Carrier discretion of the Carrier discretion. Curries discretion and upon the seternant's request in writing to the Ocean Carrier at least 3 days prior to the scheduled date of arrival the of Vessels at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier in accordance with the written request. In such a case if the seal of the containers is intact at the time of unpacking all the Ocean Carrier's obligations under this Bill of Ladingle shall be deemed to have been discharged, the Ocean Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Ocean Carrier's shall unpack the container and deliver its contents and the Ocean Carrier shall not be required to deliver the Goods in the container. As the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Ocean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself of the option so or including the control of the cont

amon pint of the Vesse's irran function converse the Goods are fasted in the fasted and the Cean Carrier's topossibility shall then cease. (f) Ocean Carrier is not responsible to give notification, in viring or otherwise, either to Merchant or others, of the arrival, dischange, of deposition of this Bill of Lading, concerning notification or a notify party.

1. (On-Carriage and Farvarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or party by the named or any other Vessel, cent havge, or other means of transport by water, land or air, whether or not owned or operated by the Ocean Carrier. (B) The Ocean Carrier may under any circumstances whatsoever discharge the Goods or any part of fiener at any port or place for transshipment and store them aftest or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery at it they can be instaired, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Ports-Drott Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not including within the ship's interary or the Ocean Carrier's service, is to be at the sole is shad expense of the Merchant, and neither the Ocean Carrier on the Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier nowthstanding the issuance by the Ocean Carrier of all of I ading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier of a form of the Carrier.

occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.

23, (Lion) Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, caustody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made. Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such asle to the payment of the amount due Carrier. Any suplus from such shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

24, Persielt and Charges (1A) Ervielt may be gealulated on the basis of the nativales of the closeds finished.

shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

24. (Freight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier; (1) the balance of freight between the freight charged and that which would have been due hat the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) tell freight to the part of dishester or place of deliver, whall be considered as completely examed on received for the part of the part of details over a place of the correct person of the correct freight. and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Ocean Carrier shall be entitled to all freight and other charges due bereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel androt the Goods be lost or not, or the voyage be broken up, frustrate(, or abandoned at any stage of the entire transit. Full freight shall be paid or measured or unsound Goods. (C) The Payment and or shall be made in full and in eash without any offset, counter claim, or deduction. Where freight and/or charges shall be made in full and in eash without any offset, counter claim, or deduction. Where freight and/or charges shall be made in full and in eash without any offset, counter claim, or deduction. Where freight and/or charges shall be made in full and in eash without any offset, counter claim, or deduction. Where freight and/or charges shall be made in full and in eash without any offset, counter claim, or deduction. Where freight is expanded and or considerable of the counter of ceruraces to accompany the Goods. Ine Merchant shall be liable for return freight and changes on any Goods refused exportation or importation by any public authority; (G) if the Ocean Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or carring for, the Ocean Carrier at its discretion may, by itself or through Subcontrators, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of I ading shall be jointly and severally liable to the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of I ading to

Lading

25. (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 25. (Notice of Claim and I time for but against Ocean Carriery (A) Unless notice of loss of damage and the general nature of such loss or damage be given in writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, balling is days after delivery, the Goods shall be deemed to have been delivered as described in this Bill Tallaing. (B) The Ocean Carrier shall be described from all flability in respect of the Goods, including without imitation modelivery, misdelivery, delay, loss, or damage, unless us thas been brought within one year after delivery of the Goods or the date when the Goods should be even delivered. Sait shall not be considered by the Verought within the time specified unless process shall have been served and jurisdiction obtained over the

Ocean Carrier within such time.

26. (Limitation of Liability). (A) Subject to subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant repression of the relivation of the Horizon Carrier's lability for loss of the final fin Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the declared value has partial loss or damage shall be adjusted pror rate not he basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier's shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

Article.

7. (General Average: New Jason Clause) (A) Genenal average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjusters appointed by the Ocean Carrier reverage agreement or bond and such adjeosit as the Coean Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Coean Carrier runy deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Coean Carrier runy deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Coean Carrier runy feem sufficient to expect the Coean Carrier runy feem sufficient to the Coean Carrier runy feem sufficient to the Coean Carrier shall be paid and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrities, loss, 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 salvage ahy his sowned or operated by the Ocean Carrier, salvage shall be paid for as fully and in the same manners air such salvaging ship belonged to strangers.

28. (Both to Battane Collision) If It we Vessel clomes into collision with another shap as a result of the negligence of the other shap and any sat, neglect, or default of the Master, marrier, pilot, or servants of the owner of the Vessel in the anxient shall indemnity for the negligence of the other shap and any sat, neglect, or default of the Master, marrier, pilot, or servants of the owner of 27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any por

or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.

29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document.

(B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering not to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage.

30. (Grain) Discharge of grain received by the Ocean Carrier is the subtraint as sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expenses of the Merchant.

31. (Intermodal Transportation) of A) This Bill of Ladine may be is issued for Intermodal Transportation in any

Thereafter and grain thall be a see this and exposus of the Menuban.

3.1 (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and earning of the Goods by the Inland Carrier are subject to the relevant taws, regulations, narify and bill of Inding are available from the Cocan or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage stall be given and suit commenced as provided in the Inland Carrier application that of the Cocan Carrier's Tariffy. This Bill of Lading is subject to the Ocean Carrier's application turiff. Copies of the applicable turiff are obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff are obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff are obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff are obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff are obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff or obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff or obtainable from the Ocean Carrier's application turiff. Copies of the applicable turiff or Ocean Carrier's application turiff. Copies of the applicable turiff or Ocean Carrier's application turiff. Copies of the Carrier and the Application turiff or Ocean Carrier and the Carrier and the agents, officers and crow of the Vessel and to and for the benefit of the officers and employees of the Carrier and the agents, officers and crow of the Vessel and to and for the benefit of the officers and employees of the Carrier and the agents, officers and crow of the Vessel and to and for the benefit of the officers and employees of the Carrier and the agents, officers and crow of the Vessel and to and for the benefit of all parties performings services in connect

and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.

TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 9: **Freight Forwarder Compensation**

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 11:

Minimum Quantity Rates Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Ad Valorem Rates Rule 12:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

A. The liability of the Carrier as to the value of shipments shall be determined in accordance with the clause(s) of the Carrier's Bill of Lading form attached in rule 8.

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

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 13: Transshipment

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Not Applicable.

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

(1) The Carrier from time-to-time tenders' cargo for co-loading.

- (2) The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with the following NVOCCs from time to time:
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) In case of co-loading, under a shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier.
- (6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 15: Open Rates in Foreign Commerce

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Not Applicable.

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026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 16: Hazardous Cargo

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Except as otherwise provided below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:

- 1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier.
- 2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities.
- 3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
- 4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
- 5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
- 6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

- 7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation <u>MUST</u> be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179).
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179).
 - C. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental

Maritime Consultative Organization).

- D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities,
- E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt,
- F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.

- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials,
 - B. The hazardous class, IMCO Code Number and UN Number (if any),
 - C. The flash point or flash point range (when applicable),
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required).
 - E. Identification of the type of packaging (e.g drums, cylinders, barrels, etc.).
 - F. The number of pieces of each type package.
 - G. The gross weight of each type of package or the individual gross weight of each package.
 - H. The Harmonized Code, SITC or BTN number of the commodity.
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

026203

Rule 16-A:

TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Ocean Carriers Hazardous Cargo Penalties

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 17: SOLAS Regulations

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

- 2. Carrier declare that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.
- Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.
- 3. Carrier will rely on the accuracy of the shipper's VGM details furnished to Total Connection Logistic Services, Inc. Carrier will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur, and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges. Total Connection Logistic Services, Inc.
- 4. Shipper undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will Total Connection Logistic Services, Inc.

harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs, and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

Tariff Rule Information

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES 026203 - Between (US and World)

AMENDMENT NO. O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

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026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 20: Overcharge Claims

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice

to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Any claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, within three years of the date of cause of action occurs.

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 21: Use of Carrier Equipment

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Automobile Rates in Domestic Offshore Commerce Rule 22:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Not Applicable.

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TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Carrier Terminal Rules and Charges Rule 23:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

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

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

Tariff Rule Information

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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. 8822274
- 3. Issued By: Lexon Insurance Company, 256 Jackson Meadows Dr., Hermitage, TX 37076 Agent for Service of Process
- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Total Connection Logistic Services Inc., 11 Main Street, Holmdel, NJ 07733.
- 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 effect upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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

A copy of the tariff rule published by the NVOCC and in effect under 46CFR §\$520, 531 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

Tariff Rule Information

026203 TOTAL CONNECTION LOGISTIC SERVICES INC.
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 26:

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

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026203 TOTAL CONNECTION LOGISTIC SERVICES INC.
NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Not Applicable.

026203 TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 28: Definitions

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

CARRIER – means Total Connection Logistic Services Inc.

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

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

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

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

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

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

CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers. DRY CARGO - means cargo other than that requiring temperature control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PUBLISHING CARRIER – means Total Connection Logistic Services Inc., an FMC licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC Organization Number 026203.

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.

TOTAL CONNECTION LOGISTIC SERVICES INC. 026203 NRA RULES TARIFF NO. 002 - Between (US and World)

AMENDMENT NO. O

Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

EXPLANATION OF ABBREVIATIONS

K/T Ad Valorem Kilo Ton

Less than Container Load ΑI All Inclusive LCL or LTL

BFBoard Foot or Board Feet LS Lumpsum

Long Ton (2240 Lb) B/L L/T Bill of Lading BAF Bunker Adjustment Factor Μ Measure

BM **Board Measurement** Max Maximum

1,000 Feet Board Measure C Change in tariff Item MBF or MBM

CAF Currency Adjustment Factor Min Minimum Cubic Meter CBM, CM or M3 MM Millimeter

Minimum Quantity Commitment Cubic Centimeter MQC

CFS Container Freight Station Not Applicable N/A

Cubic Foot or Cubic Feet CFT NRA Negotiated Rate Arrangements

CLD Chilled **NSA** NVOCC Service Arrangements

Centimeter CM NHZ Non-Hazardous Cubic CU NOS

Not otherwise specified

CWT Cubic Weight OT Open Top Container Yard

CYD Door Pkg Package or Packages

DDC Destination Delivery Charge PRC People's Republic of China

Ε Expiration PRVI Puerto Rico and U.S. Virgin Islands

ET **Essential Terms** R Reduction

Etc Et Cetera Reefer / Refrigerated RE

FAK Freight All Kinds R/T Revenue Ton

Free Alongside Ship **FAS** RY Rail Yard FΒ Flat Bed SL&C Shipper's Load and Count

Square Foot or Square Feet FCL Full Container Load Sq. Ft

Short Ton (2000 lbs.) **FEU** Forty Foot Equivalent Unit S/T

Free In SU or S/U Set Up FΙ FIO Free In and Out FreeTIELOut and Stowed

Twenty Foot Equivalent Unit FO Free Out THC Terminal Handling Charge FOB Free On-Board Terminal Receiving Charge TRC

Federal Maritime Commission **FMC** USA United States of America FR Flat Rack United States Dollars USD

Ft Feet or Foot VEN Ventilated GOH Garment on Hanger VIZ Namely

Η House VOL Volume HAZ Hazardous W Weight

New or Initial Tariff Matter W/M T Weight/Measure

K/D Knocked Down

Kilograms Kilos RETURN TO TABLE OF CONTENT

TOTAL CONNECTION LOGISTIC SERVICES INC. NRA RULES TARIFF NO. 002 026203

AMENDMENT NO. O

Rule 30: Access to Tariff Information

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

This tariff is published on the Internet website of Total Connection Logistic Services Inc. at: https://www.totalconnection.com. Please refer to the Tariff profile or Title page for additional contact information.

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1026203 NRA RULES TARIFF NO. 002

AMENDMENT NO. O

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

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Rules 31-200 reserved for future use. RETURN TO TABLE OF CONTENT

Tariff Rule Information

1026203 TOTAL CONNECTION LOGISTIC SERVICES INC.
1026203 NRA RULES TARIFF NO. 002

AMENDMENT NO. O Rule 201:

Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 27JUL2022 Thru: NONE Expires: NONE Publish: 27JUL2022

Pursuant to 46 CFR §531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered with shippers.

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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****** End of Rule Text ******