

**LEVER LOGISTICS LLC  
FIRST TITLE PAGE  
TARIFF NO. 025968-001**

**FMC Org. No.: 025968  
Non-Vessel Operating Common Carrier**

**Effective Date: 29June2016  
Published Date: 29June2016  
Expiration Date: NONE**

**Controlled Carrier Status: NONE**

## **TITLE PAGE**

**TARIFF NO. 025968-001**

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff  
NAMING RULES AND REGULATIONS ON CARGO  
MOVING IN CONTAINERS AND BREAK BULK  
BETWEEN  
U.S. PORTS AND  
POINTS AND  
WORLD WIDE PORTS AND POINTS

LEVER LOGISTICS LLC is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC License No. 025968NF.

### NOTICE TO TARIFF USERS

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

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The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo.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

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

PUBLISHED BY:

LEVER LOGISTICS LLC  
357 VAN NESS WAY STE 260  
TORANCE, CA 90501  
PUBLISHING OFFICER: NAFIZ NICK AKCA  
EMAIL: [INFO@LEVERLOGISTICS.COM](mailto:INFO@LEVERLOGISTICS.COM) PH: 424 650 5020 FAX: 424 650 5016

**TARIFF DETAILS**

Tariff Number: **025968-001**  
TARIFF TITLE: LEVER LOGISTICS LLC  
EFFECTIVE: 29JUNE 2016  
THRU: None  
EXPIRES: None  
PUBLISH: 29JUNE2016  
AMENDMENT TYPE: 0  
ORIGINAL ISSUE: 29JUNE2016  
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**

NUMBER: 025968  
NAME: LEVER LOGISTICS LLC  
TRADE NAME: NA  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
HDQ. COUNTRY: USA  
HOME OFFICE: 879 WEST 190TH ST SUITE 400  
GARDENA, CA 90248  
PHONE: 310-217-4054  
FAX: 310-373-5701  
CONTACT: NAFIZ AKCA  
EMAIL: INFO@LEVERLOGISTICS.COM

## Tariff Rule Information

LEVER LOGISTICS LLC  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0

### Table of Contents

Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016

#### Trade Names utilized by Carrier

Rule 1 – Scope

Rule 1-A – Scope

Rule 1-B – Intermodal Service

Rule 2 – Notice to Tariff Users

Rule 2A – Application of NRAs and Charges

Rule 2-010 – Packing Requirements

Rule 2-020 – Diversion by Carrier

Rule 2-030 – Mixed Commodities

Rule 2-040 – Container Capacity

Rule 2-050 – Shipper Furnished Container

Rule 2-060 – Measurement and Weight

Rule 2-070 – Overweight Containers

Rule 2-080 – Shipper’s Load & Count

Rule 2-090 – Diversion by Shipper or Consignee

Rule 2-100 – Security Fees

Rule 2-110 – Restricted Articles

Rule 2-120 – Freight All Kinds

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

Regular, Premium

Rule 2-140 – AES USA Export Shipments

Rule 2-150 – Documentation Fee

Rule 2-160 – AMS Charges

Rule 2-170 – Submission Cargo Declaration Data

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

Rule 2-190 – Lien Notice

Rule 2-200 – Cargo Roll-Over

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

Rule 3 – Rate applicability

Rule 4 – Heavy Lift

Rule 5 – Extra Length

Rule 6 – Minimum Bill of Lading Charges

Rule 7 – Payment of Freight Charges

Rule 8 – Bill of Lading

Rule 9 – Freight Forwarder Compensation

Rule 10 – Surcharges & Arbitraries

Rule 11 – Minimum Quantity Rate

Rule 12 – Ad Valorem

Rule 13 – Transshipment

Rule 14 – Co-Loading

Rule 15 – Open Rates

Rule 16 – Hazardous Cargo

Rule 17 – Free Time & Demurrage

Rule 18 – Returned Cargo

Rule 19 – Shippers Request or Complaints

Rule 20 – Overcharge Claims

Rule 21 – Use of Carrier Equipment

Rule 22 – Automobiles

Rule 23 – Carrier Terminal Rules and Charges

Rule 23-01 – Destination Terminal Handling Charge

Rule 24 – NVOCC Bond and Process Agent

Rule 25 – Certification of Shippers Status

Rule 26 – Reserved for Future Use

Rule 27 – Loyalty Contracts

Rule 28 – Definitions

Rule 29 – Abbreviations, Codes & Symbols

Rule 30 – Access to Tariff Information

Rules 31-200 – Reserved for Future Use

Rule 201 – NVOCC Service Arrangements (NSA)

Essential Terms

## Tariff Rule Information

LEVER LOGISTICS LLC  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 1 Scope

Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016

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  
San Pedro, 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.

### A.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.

## Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 1-A	Worldwide Ports and Points
Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016	

Except as noted this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

AFGHANISTAN, ALBANIA, ALGERIA, AMERICAN SAMOA, ANDORRA, ANGOLA, ANGUILLA, ANTARCTICA, ANTIGUA AND BARBUDA, ARGENTINA, ARUBA, 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, BRUNEL, BULGARIA, BURKINA, BURMA, BURUNDI, CAMBODIA, CAMEROON, CANADA, CAPE VERDE, CAYMAN ISLANDS, CENTRAL AFRICAN REPUBLIC, CHAD, CHILE, CHINA, CHRISTMAS ISLAND, CLIPPERTON ISLAND, COCOS (KEELING) ISLANDS, COLOMBIA, COMOROS, CONGO, COOK ISLANDS, CORAL SEA ISLANDS, COSTA RICA, CUBA, CYPRUS, CZECHOSLOVAKIA, DENMARK, DJIBOUTI, DOMINICA, DOMINICAN REPUBLIC, ECUADOR, EGYPT, EL SALVADOR, EQUATORIAL GUINEA, ETHIOPIA, EUROPA ISLAND, FALKLAND ISLANDS (ISLAS MALVIN), FAROE ISLANDS, FEDERATED STATES OF MICRONESIA, FIJI, 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, HAITI, HEARD ISLAND AND MCDONALD ISLAND, HONDURAS, HONG KONG, HOWLAND ISLAND, HUNGARY, ICELAND, INDIA, INDONESIA, IRAN, IRAQ, SAUDI ARABIA, NEUTRAL ZONE, 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, 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

## Tariff Rule Information

FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 1-B INTERMODAL SERVICE

Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016

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

## Tariff Rule Information

FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 2 Notice to Tariff Users

Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”).
- b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
- c. Carrier’s Rules are provided free of charge to Shipper, Consignee and the public at <http://www.leverlogistics.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue a written communication (e.g., quotation sheets, booking confirmations, e-mails) with applicable rates and charges for the shipments subject of the NRA, and shipper’s or consignee’s response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA. All applicable origin, destination, local, terminal and/or port charges shall apply to all NRAs for the account of the cargo.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).
- f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

## Tariff Rule Information

FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 2-A Application of NRAs and Charges

Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word “Weight” or the letter “W” appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word “Measurement” or the letter “M” appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs will be shown as single-factor through NRAs. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

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

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

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

4. NRAs do not include Marine Insurance or Consular fees

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

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

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

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

9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike

operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

#### 11. TYPES OF SERVICE PROVIDED

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

CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

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

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

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

#### 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**

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 02-010	Packing Requirements
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

1.Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.

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

3.Gross weight in pounds, and/or Kilos, 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.

**Tariff Rule Information**

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-020	Diversion By Carrier
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

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**

**FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 2-030 Mixed Commodity Rates  
Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

When mixed shipments contain commodities subject to different rates named in an NRA governed by this Tariff, the separate rate applicable for each commodity will be assessed, subject to the highest minimum quantity provided for any commodity in the shipment.

### **Tariff Rule Information**

**FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 2-040 Container Capacity  
Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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.

### **Tariff Rule Information**

**FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 2-050 Shipper Furnished Containers  
Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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

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

### **Tariff Rule Information**

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-060	Measurement and Weight
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

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

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

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

## Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-070	Overweight Containers
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

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

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment

exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-080	Shipper's Load and Count
Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016	

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:  
No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

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

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

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

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-090	Diversion of Cargo (By Shipper or Consignee)
Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016	

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

#### A. Definition of Diversion:

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

#### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading 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 5. 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.

### **Tariff Rule Information**

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-100	Security Fee
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

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

### **Tariff Rule Information**

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-110	Restricted Articles
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

Except as otherwise provided in each individual NRA, the following articles will not be accepted for transportation:

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

### **Tariff Rule Information**

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-120	Freight All Kinds (FAK)
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

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

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
**FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 2-130 Alternate Rate/Service Levels: Economy, Regular, Premium**  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

**Tariff Rule Information**

**LEVER LOGISTICS LLC**  
**FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 2-140 AES USA Export Shipments**  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

**Tariff Rule Information**

**LEVER LOGISTICS LLC**  
**FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 2-150 Documentation Fee**  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Document fees are considered origin and destination local charges and shall be for the account of the cargo. Except otherwise provided all shipments will be subject to \$50 Documentation Fee.

**Tariff Rule Information**

**LEVER LOGISTICS LLC**  
**FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 2-160 Ams Charges**  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Except as otherwise specifically provided in individual NRAs, all Shipments are subject to the U.S. Manifest Processing Fee specified below in addition to all other applicable charges named herein:  
 \$ 40.00 per B/L

If a correction and/or amendment is made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess the Correction Fee for the account of the Shipper-Merchant in addition to all other applicable charges:  
 \$ 40.00 per B/L

**Tariff Rule Information**

**LEVER LOGISTICS LLC**  
**FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 2-170 Submission of Cargo Declaration Data**  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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:

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 the FMC.

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

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

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for

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

**E. INDEMNIFICATION OF CARRIER.**

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

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

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

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-180	U.S Customs Related Charges
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

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

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

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-190	Lien Notice
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

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 in route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any (including past due amounts) 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.

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 2-200	Cargo Roll-Over Fee

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 2-210 Free Time Detention / Demurrage / Storage

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 3 Rate Applicability Rule

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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.

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 4 Heavy Lift

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Not Applicable.

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 5 Extra Length

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Not Applicable.



## Tariff Rule Information

FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 6 Minimum Bill of Lading Charges

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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

## Tariff Rule Information

FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 7 Payment of Freight Charges

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

### 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

FMC ORG# 025968 LEVER LOGISTICS LLC  
NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 8 Bill(s) of Lading Terms and Conditions

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

A copy of Carrier's bill of lading Terms and Conditions are provided herein:

### 1. DEFINITION.

- a) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
- b) "Carrier" means the Company named on the face side hereof which is a non-vessel operating common carrier, and on whose behalf this Bill of Lading was issued, whether acting as carrier or bailee.
- c) "Charges" means freight, dead freight, demurrage and all expenses and money obligations incurred and payable by the Merchant.
- d) "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flat rack, pallet, skid, platform, cradle, sling-load or any other article of transport.
- e) "Goods" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier.
- f) "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and their principals and the servants and agents of any of these, all of whom shall be jointly and

severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading.

g) "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board the Vessel or are in the custody of the actual ocean carrier; and in the event of Through Transportation, if the originating carrier is an inland or coastal carrier, means that the Goods have been loaded on board rail cars or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier and en route to the Port of Loading named on the reverse side.

h) "Participating carrier" means any other carrier by water, land or air, performing any state of the Carriage, including inland carriers, whether acting as sub-carrier, connecting carrier, substitute carrier or bailee.

i) "Person" means an individual, a partnership, a body corporate or any other entity of whatsoever nature.

j) "Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel, feeder ship, barge, or other means of conveyance by water used in whole or in part by the Carrier to fulfill this contract.

## **2. CARRIER'S TARIFFS.**

The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff(s) on file with a regulatory body whose rules govern all or a particular portion of the Carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of the relevant provisions of the applicable tariff(s) are obtainable from the Carrier or regulatory body concerned upon request. In the event of any conflict between the terms and conditions of such tariff(s) and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

## **3. WARRANTY/ACKNOWLEDGMENT.**

The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant acknowledges that the Carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charters vessels, as a result of which the Carrier or any sub-carrier (which may be an NVOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

## **4. RESPONSIBILITY.**

a) Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute similar in nature to the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, the provisions of which cannot be departed from, and suit is brought in such port or locality, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the United States (COGSA), approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its rights, immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities there under or, as the case may be, such ordinances or statutes. The provisions of its responsibilities or liabilities under COGSA or such compulsorily applicable ordinances or statutes (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods or Containers or other packages are in the care, custody and/or control of the Carrier, its agents, servants, Participating carriers or independent contractors (inclusive of all subcontractors), whether engaged by or acting for the Carrier or any other person, and during the entire time the Carrier is responsible for the Goods.

b) The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, misdelivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

c) The Carrier shall, irrespective of which law is applicable under subdivision a) of this Clause, be entitled to the benefit of the provisions of Sections 4281 to 4287, inclusive of the Revised Statutes of the United States and amendments thereto.

d) The rights, defenses, exemptions, limitations of and exonerations from liability and immunities of whatsoever nature provided for in this Bill of Lading shall apply in any action or proceeding against the Carrier, its agents and servants and/or any Participating carrier or independent contractor, whether in tort, contract or otherwise.

## **5. THROUGH TRANSPORTATION.**

When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading (Through Transportation basis), the Carrier will procure transportation to or from the sea terminal and such inland point(s) or place(s) and, notwithstanding anything in this Bill of Lading, but always subject to Clause 4 hereof, the Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:

a) Upon proof that the loss or damage arose during a part of the Carriage herein made subject to COGSA or other legislation, as set forth in Clause 4 a) hereof, said legislation shall apply; or

b) Upon proof that the loss or damage not falling within a) above, but concerning which law of any country, state or subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier, a Participating carrier or independent contractor, as referred to herein, , relative

to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor shall be subject to the provisions of such law.

c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs and/or law applicable thereto, then the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under this Bill of Lading, the Carrier's applicable tariff or laws applicable or relating thereto .

d) Except as herein above provided, the Carrier shall have no liability for damage to the Goods.

#### **6. SUBCONTRACTING: BENEFICIARIES.**

a) The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.

b) It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability provided by law or by the Terms and Conditions hereof shall be available to all agents, servants, employees, representatives, all Participating (including inland) carriers and all stevedores, terminal operators, warehousemen, crane operators, watchmen, carpenters, ship cleaners, surveyors and all independent contractors inclusive of all persons providing any service whatsoever. In contracting for the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading, regardless for whom acting or by whom retained and paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

c) The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the Carriage from Port of Loading to Port of Discharge or from Place of Receipt to Place of Delivery, or any combination thereof, except as may be otherwise provided herein.

d) The Merchant agrees that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier's bill of lading and of all exemptions, limitations of and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier for the Carriage of Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries of its bill of lading.

e) No agent or servant of the Carrier or other person or class named in subdivision b) hereof shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

#### **7. MERCHANT'S RESPONSIBILITY: DESCRIPTION OF GOODS.**

a) The description and particulars of the Goods set out on the face hereof or any description particular to other representation appearing on the Goods or documents relating thereto are furnished by the Merchant and the Merchant warrants to the Carrier that the description, particulars and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

b) The Merchant warrants it has complied with all applicable laws, regulations and requirements of Customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering, addressing or any other particulars relative to the Goods.

c) The Merchant further warrants that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

d) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's prior express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

e) The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, recovering, baling, reconditioning of the

Goods and gathering of loose contents, also for expenses for repairing Containers damaged while in the possession of the Merchant, for demurrage on Containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, Vessel, Goods, Containers or other packages and for any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of Containers or other packages or description of the contents, failure of the Merchant to procure consular, Board of Health or other certificates to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port of place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

f) The Merchant shall be liable for all loss, damage and/or expense of any kind whatsoever, including but not limited to contamination, soiling, detention and demurrage before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person or Participating carrier or anyone else (other than the Merchant) caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible.

g) The Merchant shall defend, indemnify, and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7 or from any cause in connection with the Goods for which the Carrier is not ultimately responsible.

#### **8) CONTAINERS.**

a) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods. Containers, whether stuffed by or on behalf of the Carrier or received fully stuffed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stuffed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may be.

b) The Terms and Conditions of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

c) If a Container has been stuffed by or on behalf of the Merchant the Carrier shall not be liable for loss of or damage to the Goods (i) caused by the manner in which the Container has been stuffed, (ii) caused by the unsuitability of the Goods for carriage in Containers provided that the subdivision c) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed and secured and prior to its locking and/or sealing.

d) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is only obliged to provide a dry container (i.e. without temperature or atmosphere control) and is not under an obligation to provide a Container of any other type or quality.

e) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, and liability or expense whatsoever arising from one or more of the matters covered by a), b), c) or d).

#### **9. CONTAINERS WITH HEATING OR REEFER APPARATUS.**

Containers with temperature or atmosphere control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail increased Charges. In the absence of an express request, it shall be conclusively presumed that the use of a dry container is appropriate for the Goods. Merchant must provide Carrier with desired temperature range in writing at time of booking and insert same on the face side of the Bill of Lading and, where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of due diligence. Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warrants that it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container and that the temperature controls have been properly set prior to delivery of the Container to the Carrier, its agents, servants, or any Participating carrier or independent contractor. The Merchant accepts responsibility for all damage or loss of whatsoever nature resulting from a breach of any of these warranties, including but not limited to other cargo consolidated in the Container with the Merchant's Goods or to any other cargo, property or person damaged or injured as a result thereof, and the Merchant agrees to defend, indemnify and hold the Carrier, its agents, servants, Participating carriers and independent contractors harmless from and against all claims, suits, proceedings and other consequences thereof regardless of their nature and merit.

#### **10. CARRIER'S EQUIPMENT: INDEMNITY**

Whenever the Merchant, or an agent, servant, contractor or anyone else acting on its behalf, directly or indirectly, takes possession of or exercises control over a Container and/or any equipment whatsoever owned or leased by, or the use of which is provided to or by the Carrier, any Participating carrier, their agents, servants or independent contractors, the Merchant agrees to defend, indemnify and hold harmless the Carrier, any Participating carrier and independent contractors, their agents and servants, from and against any loss, damage or expense to or incurred by said Container and equipment, as well as to any third-party property, and for any injury to or death of persons arising out of the use of said Container and equipment and/or

failure to timely return the Container to the Carrier.

#### **11. OPTION OF INSPECTION.**

The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense, the Carrier and Participating carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional Charges and consequences so incurred.

#### **12. DECK CARGO.**

Deck cargo (except that carried in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any event be liable for any loss or damage for or from which it is exempt, immune or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided herein, such shipments shall be deemed Goods and shall be subject to all Terms and Conditions of this Bill of Lading.

#### **13. METHODS AND ROUTES OF TRANSPORTATION; LIBERTIES.**

With respect to the Goods or Containers or other packages, the Carrier may at any time and without notice to the Merchant:

- a) use any means of transport (water, land and/or air) or storage whatsoever; b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport other than that named on the reverse side hereof;
- c) carry Goods on or under deck at its option;
- d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route in or out of geographical rotation;
- e) proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;
- f) store, vanned or devanned, at any place whatsoever, ashore or afloat, in the open or covered;
- g) proceed with or without pilots;
- h) carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds;
- i) dry dock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever;
- j) discharge and require the Merchant to take delivery, vanned or devanned; k) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the terms of the insurance on the vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations;
- l) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances. The liberties set out in subdivisions a) through l) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising there from, shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation. In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

#### **14. MATTERS AFFECTING PERFORMANCE.**

In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of, during or after the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, seizure, detention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of the Goods, or make it unsafe, imprudent, impracticable or unlawful for any reason to receive, keep, load, carry or discharge them or any part of them or commence or continue the Carriage or disembark passengers at the port of Discharge or at the usual or intended place of discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier, without notice to the Merchant, may decline to receive, keep, load, carry or discharge the Goods, or may discharge the Goods and may require the Merchant to take delivery and, upon failure to do so, may warehouse them at the risk and expense of the Merchant and Goods or may forward or transship them as provided in this Bill of Lading, or the Carrier may retain the Goods on board until the return of the Vessel to the Port of Loading or to the Port of Discharge or any other point or until such time as the Carrier deems advisable and thereafter discharge them at any place whatsoever. In such event, as herein provided, such shall be at the risk and expense of the Merchant and Goods, and such action shall constitute complete delivery and performance under this contract, and the Carrier shall be free from any further responsibility. For any service rendered as herein above provided or for any delay or expense to the Carrier or Vessel caused as a result thereof, the Carrier shall, in addition to full Charges, be entitled to reasonable extra compensation, and shall have a lien on the Goods for same. Notice of disposition of the Goods shall be sent to the Merchant named in this Bill of Lading within a reasonable time thereafter. All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated Carriage and not be an unreasonable deviation.

#### **15. DELIVERY.**

If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, containerized or devanned, always at the risk and expense of the Merchant and Goods. If the Goods are stuffed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant and the Carrier may at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

#### **16. CHARGES, INCLUDING FREIGHT.**

At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate. The Charges payable hereunder have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if any of the particulars furnished by the Merchant are found to be incorrect, the Charges shall be adjusted accordingly and the Merchant shall be responsible to pay the correct Charges and all expenses incurred by the Carrier in checking said particulars or any of them. Charges shall be deemed earned on acceptance of the Goods or Containers or other packages for shipment by the Carrier and shall be paid by the Merchant in full, without any offset, counterclaim or deduction, cargo and/or vessel or other conveyance lost, or not lost, and shall be non-returnable in any event. The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid" or "Collect." In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the carrier shall not, in any event, be considered payment to the Carrier. The Merchant shall defend, indemnify and hold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss damage and expense which may be sustained or incurred relative to the above.

#### **17. CARRIER'S LIEN.**

The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant and on all equipment and appurtenances thereto, as well as on any Charges due any other person, and on any documents relating thereto, which lien shall survive delivery, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvage and the cost of recovering such sums, inclusive of attorneys' fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant. The Merchant agrees to defend, indemnify and hold the Carrier, any Participating Carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the above and the Merchant agrees to submit to the jurisdiction of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

#### **18. RUST.**

It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

#### **19. GENERAL AVERAGE.**

- a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments thereto from time to time made, at any place at the option of any person entitled to declare General Average, and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this connection.
- b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, in respect of any claim (and any expense arising there from) of a General Average and/or salvage nature which may be made against the Carrier and/or any Participating carrier and shall provide such security as may be required by the Carrier in this connection.
- c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due from or to the Merchant.

#### **20. LIMITATION OF LIABILITY.**

Except as otherwise provided in this Clause or elsewhere in this Bill of Lading, in case of any loss or damage to or in connection with cargo exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in

case of cargo not shipped in packages, per shipping unit, the value of the cargo shall be deemed to be \$500 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or pro rata in case of partial loss or damage, unless the nature of the cargo and valuation higher than \$500 per package or per shipping unit shall have been declared by the Merchant before shipment and inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the cargo per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value. The words "shipping unit" shall mean each physical unit (e.g. container, bundle, pallet, etc.) or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except cargo shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight and related charges. As to cargo shipped in bulk, the limitation applicable thereto shall be the limitation provided in Section 1304(5) of COGSA, or such other legislation, convention or law as may be applicable, and in no event shall anything herein be construed as a waiver of limitation as to cargo shipped in bulk. Where a Container is not stuffed by or on behalf of the Carrier or the parties characterize the Container as a package or a lump sum freight is assessed, in any of these events, each individual such Container, including in each instance its contents, shall be deemed a single package and Carrier's liability limited to \$500 with respect to each such package, except as otherwise provided in this Clause or elsewhere in this Bill of Lading with respect to each such package. In the event this provision should be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods such as, but not limited to, all periods prior to loading and subsequent to discharge from the Vessel for which the Carrier remains responsible. Where compulsorily applicable legislation provides a limitation less than \$500 per package or shipping unit, such lesser limitation shall apply and nothing herein contained shall be construed as a waiver of a limitation less than \$500. Further, where a lesser monetary limitation is applicable, such as during handling by a Participating Carrier or Independent Contractor and damage occurs during its or their period of care, custody, control and/or responsibility, the Carrier shall be entitled to avail itself of such lesser limitation.

#### **21. LIMITATION OF LIABILITY FOR INLAND TRANSPORTATION**

In the event the Carmack Amendment or other legislation governing transport from the Place of Receipt to the Port of Loading or from the Port of Discharge to the Place of Delivery is compulsorily applicable during such transport and renders the legislation referred to in Clause 4. a) hereof inapplicable, the Carrier's liability shall be limited to \$.50 per lb. of the Goods shipped unless the Merchant, before shipment, shall have declared in writing the nature of the Goods and their true value, inserted it on the face side of the Bill of Lading and paid extra freight, if required.

In all such instances, the Merchant has 9 months from the date of delivery or date delivery should have been made to file a written claim against the Carrier, which claim must state the nature of the Goods, the type loss or damage sustained and include a specified or determinable amount of money. A claim is not considered "filed" until it has been delivered to and received by the Carrier.

In the event compulsorily applicable law provides for a greater period of time to file a claim or civil action, such period(s) shall govern.

#### **22. NOTICE OF CLAIM; TIME FOR SUIT.**

As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharged/delivered or the date when the Goods should have been delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/delivery in good order by the Carrier of such Goods. In any event, the Carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or the date when the Goods should have been delivered, provided, however, that if any claim should arise during a part of the transport which is subject by applicable law and/or tariff and/or contract to a shorter period for notice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is brought within such shorter period. Suit shall not be deemed "brought" unless jurisdiction is obtained over the Carrier by service of process or by an agreement to appear. In the event this provision is held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

#### **23. JURISDICTION**

All disputes of whatsoever nature under or in connection with this Bill of Lading shall be determined by the United States District Court for the Second District of California located in Los Angeles to the exclusion of any other court, PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other court which, but for the terms of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other instance.

#### **24. NON-WAIVER AND SEPARABILITY.**

Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, exemption, limitation or exonerated from liability contained in the laws of the United States, or of any other country whose

laws may be applicable. The Terms and Conditions of this Bill of Lading (including all of the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2 above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 9	Freight Forwarder Compensation
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

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

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

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 10	Surcharges, Accessorial and Arbitraries
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

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

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 11	Minimum Quantity Rates
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

Carrier may charge minimum quantity rates in each individual NRA.

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 12	Ad Valorem Rates
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016</b>	

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



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

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

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 13 Transshipment  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Not Applicable.

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 14 Co-Loading in Foreign Commerce  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

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

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 15 Open Rates in Foreign Commerce  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Not Applicable.

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 16 Hazardous Cargo  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;
3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier CANNOT provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:  
Classes A and B Explosives  
Radioactive Substances (IMCO Class No. 7)
7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
  - A. U.S. Coast Guard Regulations (46 CFR §§146-179);
  - B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
  - C. The International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization);
  - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
  - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
  - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
  - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials;
  - B. The hazardous class, IMCO Code Number and UN Number (if any);
  - C. The flash point or flash point range (when applicable);
  - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
  - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
  - F. The number of pieces of each type of package;
  - G. The gross weight of each type of package or the individual gross weight of each package;
  - H. The Harmonized Code, SITC or BTN number of the commodity;
  - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous

cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.

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

### **Tariff Rule Information**

**FMC ORG# 025968**      **LEVER LOGISTICS LLC**  
**NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 17**              **Free Time and Demurrage**

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in ocean carrier's tariffs or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

### **Tariff Rule Information**

**FMC ORG# 025968**      **LEVER LOGISTICS LLC**  
**NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 18**              **Returned Cargo in Foreign Commerce**

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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.

### **Tariff Rule Information**

**FMC ORG# 025968**      **LEVER LOGISTICS LLC**  
**NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 19**              **Shippers Request in Foreign Commerce**

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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.

### **Tariff Rule Information**

**FMC ORG# 025968**      **LEVER LOGISTICS LLC**  
**NRA RULES TARIFF NO. 025968-001 - Between (US and World)**  
**Amendment No.: 0**  
**Rule No 20**              **Overcharge Claims**

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

#### **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 misdeclaration of commodity.

#### **B. Overcharges**

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 21 Use of Carrier Equipment  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 22 Automobile Rates in Domestic Offshore Commerce  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

Not Applicable.

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 23 Carrier Terminal Rules and Charges  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 23-01 Destination Terminal Handling Charges (DTHC)  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

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

### **Tariff Rule Information**

**LEVER LOGISTICS LLC**  
FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
Amendment No.: 0  
Rule No 24 NVOCC's in Foreign Commerce: Bonds and Agents  
**Effective: 29 June 2016 Thru: NONE Expires: NONE Published:29June2016**

#### 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. 5085737

3. Issued by: Great American Insurance Company

#### B. Agent for Service Process

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

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 25	Certification of Shipper Status in Foreign Commerce

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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

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

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 26	Reserved for Future Use

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

Reserved for future use

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 27	Loyalty Contracts in Foreign Commerce

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

Not Applicable.

### Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Amendment No.: 0	
Rule No 28	Definitions

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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

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

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

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.

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

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

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

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

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

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

**KNOCKED DOWN (KD)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its

bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

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

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

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

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

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

**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 of the articles described in any one-NRA.

**PACKING** - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container. **PUBLISHING CARRIER** - means ABC Shipping, LLC, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License No. 025867.

**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.

## Tariff Rule Information

FMC ORG# 025968	LEVER LOGISTICS LLC
Amendment No.: 0	NRA RULES TARIFF NO. 025968-001 - Between (US and World)
Rule No 29	Abbreviations, Codes & Symbols
<b>Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016</b>	

### EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	GOH	Garment on Hanger
AI	All Inclusive	H	House
BF	Board Foot or Board Feet	HAZ	Hazardous
B/L	Bill of Lading	I	New or Initial Tariff Matter
BAF	Bunker Adjustment Factor	K/D	Knocked Down
BM	Board Measurement	KDF	Knocked Down Flat
C	Change in tariff Item	Kilos	Kilograms
CAF	Currency Adjustment Factor	K/T	Kilo Ton
CBM, CM or M3	Cubic Meter	LCL or LTL	Less than Container Load
CC	Cubic Centimeter	LS	Lumpsum
CFS	Container Freight Station	L/T	Long Ton (2240 Lbs)
CFT	Cubic Foot or Cubic Feet	M	Measure
CLD	Chilled	Max	Maximum
CM	Centimeter	MBF or MBM	1,000 Feet Board Measure
CU	Cubic	Min	Minimum
CWT	Cubic Weight	MM	Millimeter
CY	Container Yard	MQC	Minimum Quantity Commitment
D	Door	N/A	Not Applicable

DDC	Destination Delivery Charge	NRA	Negotiated Rate Arrangements
E	Expiration	NSA	NVOCC Service Arrangements
ET	Essential Terms	NHZ	Non-Hazardous
Etc	Et Cetera	NOS	Not otherwise specified
FAK	Freight All Kinds	OT	Open Top
FAS	Free Alongside Ship	P	Pier
FB	Flat Bed	Pkg	Package or Packages
FCL	Full Container Load	PRC	People's Republic of China
FEU	Forty Foot Equivalent Unit	PRVI	Puerto Rico and U.S. Virgin
FI	Free In	R	Reduction
FIO	Free In and Out	RE	Reefer / Refrigerated
FIOS	Free In, Out and Stowed	R/T	Revenue Ton
FO	Free Out	RY	Rail Yard
FOB	Free On Board	SL&C	Shipper's Load and Count
FMC	Federal Maritime Commission	Sq. Ft	Square Foot or Square Feet
FR	Flat Rack	S/T	Short Ton (2000 lbs.)
Ft	Feet or Foot	SU or S/U	Set Up

TEU Twenty Foot Equivalent Unit  
 THC Terminal Handling Charge  
 TRC Terminal Receiving Charge  
 USA United States of America  
 USD United States Dollars

VEN Ventilated  
 VIZ Namely  
 VOL Volume  
 W Weight  
 W/M Weight/Measure

### Tariff Rule Information

**LEVER LOGISTICS LLC**  
 FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
 Amendment No.: 0  
 Rule No 30 Access to Tariff Information

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

This tariff is published on the Internet web site of Lever Logistics LLC. at <http://www.leverlogistics.com>. Interested parties should contact Nafiz Akca by email at [info@leverlogistics.com](mailto:info@leverlogistics.com) concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

### Tariff Rule Information

**LEVER LOGISTICS LLC**  
 FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
 Amendment No.: 0  
 Rule No 31-200 Reserved for Future Use

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

Rules 31-200 reserved for future use.

### Tariff Rule Information

**LEVER LOGISTICS LLC**  
 FMC ORG# 025968 NRA RULES TARIFF NO. 025968-001 - Between (US and World)  
 Amendment No.: 0  
 Rule No 201 NVOCC Service Arrangement (NSA) Essential Terms (ET)

**Effective: 29 June 2016 Thru: NONE Expires: NONE Published: 29 June 2016**

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 into with shippers as on file at the Federal Maritime Commission:

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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