



# ICAT Logistics, Inc.

**ICAT Logistics, Inc.**

**ORIGINAL TITLE PAGE**

**TARIFF NO. 100**

**FMC No.: 014542NF**

**Non-Vessel Operating Common Carrier**

**Effective Date: November 1, 2014**

**Published Date: January 22, 2015**

**Expiration Date: When Revoked**

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## TITLE PAGE

Tariff NO. 100

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

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**ICAT LOGISTICS INC.** is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission ("FMC") operating under FMC organization number 01452.

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### 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 Agreements ("NRAs").

NRA refers to the written and binding arrangement between an NRA shipper/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 quotation sheets, booking confirmations, e-mail communications and other writings (collectively "the writings") which will constitute an offer by Carrier to Shipper for transportation services pursuant to 46 C.F.R § 520.13 and 532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Confirmation in writing (including email) or receipt of the cargo by the Carrier or Carrier's agent constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties. All origin and destination local charges apply whether or not included in this Rules Tariff or in quotations.

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).



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## TARIFF DETAILS

Tariff Number: **100**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: November 1, 2014  
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TARIFF TYPE: GOVERNING NRA RULES TARIFF  
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

## ORGANIZATION INFORMATION

NUMBER: **014542-100**  
NAME: **ICAT LOGISTICS INC**  
TRADE NAME:  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
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# ICAT Logistics, Inc.

## **Rule 1: Scope**

Rules and regulations published herein apply FROM/TO all United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions and U.S. Inland Points TO/FROM all Worldwide Ports and Points.

- A. This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.
- B. Carrier will have the option of providing through intermodal service via any combination of air, barge, motor and rail service. Intermodal Rates will be included in the lump sum as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 7 herein).

## **Rule 1-A: Intermodal Service**

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

## **Rule 2: 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 use of Negotiated Rate Arrangements ("NRAs").

- A. 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).
- B. Carrier's Rules are provided free of charge to Shipper, Consignee and the public at [www.icatlogistics.com](http://www.icatlogistics.com) containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- C. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA. Shipper's response by e-mail or other writing (collectively "the writings") or shipper's booking of the cargo after receiving the terms of the NRA or amended NRA constitutes acceptance of the NRA pursuant to 46 CFR 532.5 (c) 3. 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.
- D. 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.
- E. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.
- F. Except as otherwise provided in the NRA, all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

## **Rule 2A: Application of NRAs and Charges**

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



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- H. 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.
- I. An NRA does not include Marine Insurance or Consular fees.
- J. 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.
- K. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- L. 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, acts of God, 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, by publication in this Tariff, any affected rate or rates in order to meet such conditions.
- M. 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.

## **Rule 2A: Application of NRA's and Charges**

- A. NRAs are stated in terms of U.S. Currency and/or local currencies, as applicable.
- B. 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.
- C. For LCL shipments, charges apply per 1 cubic meter, signified by (M), or 1,000 kilograms, signified by (W), whichever produces the higher charges. All charges are based on the actual gross weight and/or total measurement of each piece.
- D. On a per shipment basis, the NRA will stipulate what the rate covers.
  - 1. For full container, charges for ocean freight will be displayed as a lump sum.
  - 2. For LCL, charges for ocean freight will be displayed as a lump sum or per CBM, subject to a minimum charge of 1 CBM.
  - 3. If door service is requested, pick-up or delivery charges may be shown in addition to ocean freight charges. NRAs covering more than one shipment will be displayed as LCL rates per CBM, subject to a minimum charge of 1 CBM, or full container rates, based on the size of container.
- E. 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 according to Incoterms.
- F. 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.
- G. 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.
- H. 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.
- I. An NRA does not include Marine Insurance or Consular fees.



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- J. 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.
- K. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- L. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
- M. 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, acts of God, 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, by publication in this Tariff, any affected rate or rates in order to meet such conditions.
- N. 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.
- O. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

## **Rule 2-010: Packing Requirements**

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

## **Rule 2-020: Diversion by Carrier**

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:

- A. 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 enroute between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
- B. 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.

## **Rule 2-030: Abandonment of Cargo**

In the event Merchant does not take delivery of the shipment at destination after notification has been given to the Notify Party, or when Carrier considers there has been a breach by Merchant, or in the opinion of the Carrier that goods will likely deteriorate, decay, become worthless, endanger other cargo or property, cause harm to any person, or incur charges, without any further obligation, Carrier may, at its discretion and without liability or any notice to Merchant, and without any need for court order, store, sell, dispose of, or abandon cargo at any time or place at the expense and sole risk of Merchant. Any proceeds received shall be due Carrier and be applied to all sums due Carrier under said bill of lading. Upon storage, sale, disposal, or abandonment of cargo, goods shall be considered delivered to Merchant under said bill of lading. Merchant shall indemnify Carrier from and against all liabilities incurred in relation to the storage, sale, disposal, or abandonment of cargo.



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## **Rule 2-050: Shipper Furnished Containers**

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 lease holdship of the container offered for shipment.

## **Rule 2-060: Measurement and Weight/SOLAS**

For full containers, NRAs will list the lump sum per container, and for LCL, will list the charge based on rates calculated per CBM subject to a minimum charge of 1 CBM.

- A. Upon tender of cargo to Carrier, Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo. Carrier shall charge for coordination of the VGM with respect to the timely delivery of same to the appropriate ocean carrier and/or terminal operator as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.
- B. If a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier or if Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM. Any expenses, charges, penalties or claims which may result from the untimely or non-receipt of an acceptable VGM is for the account of Shipper.
- C. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. Shipper agrees that in this case, Carrier may name itself as an additional party to the VGM. In the event that Carrier agrees to provide this service Carrier shall charge for coordination of the VGM with respect to the timely delivery of same to the appropriate ocean carrier and/or terminal operator as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.
- D. VGM's provided by the Shipper to Carrier pursuant to the IMO SOLAS Guidelines shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.
- E. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the IMO SOLAS Guidelines requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/ e-mail address be provided. Carrier shall electronically transmit or otherwise deliver said VGM to the underlying ocean carrier. Carrier's charges for this service shall be as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.
- F. Method 2 shall not be allowed by Carrier for scrap metal, un-bagged grain and other cargo in bulk "that "do not easily lend themselves to individual weighing of the items to be packed in the container."
- G. Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.
- H. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the loading port has appropriate weighing facilities, all charges, fees, and/ or penalties with respect to weighing subject container shall be for the account of the Shipper.
- I. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines require such reweighing.
- J. Shippers who tender less-than-container load ("LCL"), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein. Carrier reserves the option of weighing LCL cargo or full container loads ("FCL") loaded at the premises of Carrier or on behalf of Carrier by third parties, and to produce a



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corresponding VGM for charges as the Shipper and Carrier may otherwise agree to in writing relating to specific difficulties which may or may not be present in the specific shipper's requirements.

- K. Shipper shall be solely responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMS improperly provided by Shipper and/or third parties, or for any other reason whatsoever, including charges and fees relating to demurrage, detention, per diem, related to ocean carriers' and terminals' implementation of SOLAS. Carrier shall not be responsible for any "roll overs" of Shipper's container(s) related to VGM reasons whereby the containers are not loaded on a particular vessel.

## **Rule 2-070: Overweight Containers**

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).

## **Rule 2-080: Shipper's Load and Count**

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:

- A. 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.
- B. 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.

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

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:
  1. A change in the original billed destination (which may also include a change in Consignee, order party, or both).
  2. 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.



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1. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
2. 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 \$100/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.
3. Diversion charges or administrative charge are payable by the party requesting the diversion

## **Rule 2-100: Security Fee**

Security fees are applicable on many shipments and included in the lump sum listed on the NRA

## **Rule 2-110: Restricted Articles**

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), 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. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

## **Rule 2-120: Freight All Kinds (FAK)**

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.

## **Rule 2-130: Alternate Service Levels**

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

## **Rule 2-140: EEI Filing**

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. 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 which will be for the account of the cargo.



# ICAT Logistics, Inc.

## **Rule 2-150: Documentation Fee**

1. Document fees are considered origin and destination local charges and shall be for the account of the cargo.
2. Timely submission of the required data to the Carrier is the sole and exclusive responsibility of the Merchant named on the Bill of Lading/Waybill. This includes submission of Bill of Lading/Waybill instructions (SLI) and confirmed export clearance (in the US EEI filing citation or proof of exemption). This must be provided within the documentation cut-off time provided by the Carrier. In the event the Merchant fails to comply with the above obligations, the Merchant shall be liable to the Carrier for, and shall hold the Carrier harmless from, any loss, damage, delay, expense, charges, fines, penalties, or liability incurred by, or levied upon, the Carrier or the goods, including but not limited to demurrage, roll-over and/or storage charges, as a result of the non-compliance. In addition, a Late Documentation Charge may be levied.

## **Rule 2-160: AMS Charges**

If applicable, all AMS filing fees will be provided for in individual NRA's. Changes or corrections to AMS information already submitted to U. S. Customs may be subject to additional fees and will be for the account of the cargo.

## **Rule 2-170: Submission of ISF Data**

All Importer Security Filing data as required by US Customs must be submitted 48 hours prior to loading if carrier is responsible to entering with Customs.

## **Rule 2-180: U.S. Customs Related Charges**

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. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the cargo and may be warehoused at the risk and expense of the cargo 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 cargo.

## **Rule 2-190: Cargo Roll-Over Fee**

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. All Cargo Roll-Over Fees charged by the VOCC are for the account of the cargo.

## **Rule 2-200: Free Time Detention / Demurrage / Storage**

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

- A. Export: Number of free days for per diem depends on the carrier and any charges over that amount are for the account of the cargo.
- B. Import: Number of free days for per diem or demurrage depends on the carrier and any charges over that amount are for the account of the cargo.

## **Rule 3: Rate Applicability Rule**

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.



# ICAT Logistics, Inc.

**Rule 4: Heavy Lift and/or Out of Gauge**

Heavy lift and or out of gauge cargo charges are applicable and shall be included in the individual NRA.

**Rule 5: Minimum Bill of Lading**

Not applicable

**Rule 6: Payment of Freight and Charges****A. CURRENCY**

Rates 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 exchange rates, 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.

**A. PAYMENT IN U.S. DOLLARS**

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

**Rule 7: Bill of Lading**

Carrier's bill of lading, front and back provided herein:



# ICAT Logistics, Inc.

SHIPPER/EXPORTER		BOOKING NO.	BILL OF LADING NO.
		EXPORT REFERENCE	
CONSIGNEE		FORWARDING AGENT, F.M.C. NO.	
		PHONE	FAX
		POINT AND COUNTRY OF ORIGIN OF GOODS	
NOTIFY PARTY		FOR ASSISTANCE APPLY TO:	
PHONE		FAX	
PRE-CARRIAGE BY	PLACE OF RECEIPT BY CARRIER		
EXPORTING CARRIER: VESSEL/VOYAGE/FLAG	PORT OF LOADING	NUMBER OF ORIGINALS 0	
PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER	TYPE OF MOVE	

**PARTICULARS FURNISHED BY SHIPPER**

MARKS & NOS./CONTAINER	# OF PKGS.	DESCRIPTION OF PACKAGE AND GOODS	GROSS WEIGHT	MEASUREMENT

"THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO

**UNITED STATES LAW IS PROHIBITED"**

SHIPPER DECLARED VALUES \$ \_\_\_\_\_ SUBJECT TO EXTRA FREIGHT | FREIGHT PAYABLE AT/BY \_\_\_\_\_  
 AS PER TARIFF AND CARRIERS LIABILITY LIMIT.

DESCRIPTION	BASIS	RATE	PREPAID	COLLECT
<b>TOTAL</b>				

IN WITNESS WHEREOF the master or Agent of said vessel hath affirmed to \_\_\_\_\_  
 Bills of Lading, all of this tenor and date, of which being accomplished, the other(s) to stand void.  
 DATED \_\_\_\_\_ ON \_\_\_\_\_  
 AT \_\_\_\_\_  
 BY \_\_\_\_\_  
 Name of Agent  
 PE \_\_\_\_\_

See [www.icatlogistics.com](http://www.icatlogistics.com) for Terms and Conditions



# ICAT Logistics, Inc.

## ICAT LOGISTICS, INC. NVOCC TERMS AND CONDITIONS OF CONTRACT

### Conditions of Contract

These terms and conditions of service constitute a legally binding contract between the "Carrier" and the "Customer." In the event the Carrier renders services and issues a document containing Terms and Conditions governing such services, the Terms and Conditions set forth in such other document(s) shall govern those services.

#### 1. Definitions

- (a) "Carrier" shall mean ICAT Logistics, Inc. its subsidiaries, related companies, agents and/or representatives;
- (b) "Customer" shall mean the person for which the Carrier is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;
- (c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;
- (d) "Ocean Transportation Intermediaries" ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";
- (e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise."

2. **Carriage.** Carriage is subject to the rates, rules, and classification set forth in the most recent ICAT Logistics NVOCC Worldwide Tariff which is available for inspection at [www.icatlogistics.com](http://www.icatlogistics.com) and incorporated into this contract by reference.
3. **Shipping Document.** In the event that shipment is tendered to Carrier on a straight bill of lading or any other shipping document, Carrier's rules and regulations will supersede any rules and regulations contained on the shipping document on which the freight was tendered.
4. **Packing.** In tendering the shipment for carriage, the shipper warrants that each shipment is packaged to protect the enclosed goods and to ensure safe transportation with ordinary care in handling, and that each package is appropriately labeled, and is in good order for carriage as specified. Customer also warrants that the commodity description is explicit and accurate. For articles shipped in unenclosed containers, Carrier shall not be liable for damage/loss unless mishandling and/or loss is evident and is so noted on the delivery receipt at the time of delivery.  
**NOTE:** A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling.
5. **Delivery Notations.** At the time of delivery, the consignee must note on the delivery receipt any exceptions to the shipping containers that would indicate a discrepancy (shortage in the shipment or damage to the containers). The consignee may not inspect the contents of the shipping containers until the consignee signs for the shipment of the delivery receipt. **NOTE:** Such notations as "subject to inspection" and "subject to recount" are not exceptions. **NOTE:** A shipment in which delivery is made in exchange for a clear delivery receipt shall be prima facie evidence of having received ordinary care in handling. **NOTE: Under no circumstances shall Carrier be liable for loss and/or damage to external shipping containers of any kind.**
6. **Customer Liability.** The customer bears the responsibility for complying with all laws, rules, and regulations, including but not limited to, import, export, customs, to, through, or from any country where a shipment may be transported. The Carrier shall not be liable to the shipper or any other party for any loss incurred due to any failure on the customer's part. The shipper, the consignee and the third party, if applicable, shall be liable, jointly and severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, including the costs of collection, and (ii) to pay or indemnify Carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred by Carrier by reason of any violation of the shipping contract or any other default.
7. **Advancing Money.** All charges must be paid by customer in advance unless the Carrier agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Carrier.
8. **C.O.D. or Cash Collect Shipments.** The amount of the COD must be inserted into the COD portion of the ICAT bill of lading. Carrier shall use reasonable care regarding written instructions relating to "Cash/Collect on Delivery (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the shipment. Under no circumstances will Carrier be responsible for the form of payment by consignee unless specifically requested otherwise, in writing by shipper. Carrier will not be liable for any fraudulent certified or cashier's checks. Applicable charges for handling a COD shipment will be billed.
9. **Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Carrier to the Customer are for informal purposes only and are subject to change without notice; no quotation shall be binding upon the Carrier unless the Carrier, in writing, agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Carrier and the Customer.
10. **Shipments Subject to Inspection.** Carrier reserves the right to open and inspect all shipments.
11. **Compensation of Carrier.** The compensation of the Carrier for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Carrier to transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the Carrier from carriers, insurers and others in connection with the shipment. The shipper, the consignee, and the third party, if applicable, shall be liable, jointly and severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, including the costs of collection, and (ii) to pay or indemnify Carrier for all claims, fines, penalties, damages, costs, or other sums which may be incurred by Carrier by reason of any violation of this contract or any other default. On ocean exports, upon request, the Carrier shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Carrier, upon recovery by the Carrier, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.



# ICAT Logistics, Inc.

## Carrier's Liability

### 1. Definitions

- (a) Unless subject to a specific statute or international convention, all claims against the Carrier for a potential or actual loss, must be made in writing and received by the Carrier at its corporate headquarters located at 6805 Douglas Legum Dr., ElkrIDGE, MD, 21075, within 270 days of the event giving rise to claim; the failure to give the Carrier timely notice shall be a complete defense to any suit or action commenced by Customer. Claims for overcharges or duplicate billings must be filed in writing to the Carrier at its corporate headquarters within 180 days after the date of acceptance of the shipment by the consignee. Claims for concealed damage must be reported to Carrier within 24 hours after delivery to the consignee with privilege to inspect the container(s) and contents within 15 days after receipt of such notice. Merchandise must be retained in original container/box. No claim for loss or damage will be entertained until all transportation charges have been paid.
- (b) All suits against Carrier must be filed and properly served on Carrier within 2 years from the date of the loss.

### 2. No Liability for the Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Carrier shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Carrier that a particular person or firm has been selected to render services with respect to the goods, shall not be construed to mean that the Carrier warrants or represents that such person or firm will render such services nor does Carrier assume responsibility or liability for any action(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Carrier shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Carrier. The Carrier also reserves the right to consolidate customer's shipment(s) with shipment(s) from other customers while en route to destination.

### 3. Reliance On Information Furnished.

- (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Carrier of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf;
- (b) In preparing and submitting, export declarations, applications, security filings, documentation and/or other required data, the Carrier relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Carrier harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Carrier reasonably relied. The Customer agrees that the customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

### 4. Declaring Higher Value to Third Parties.

Third parties to whom the goods are entrusted may limit liability for loss or damage; the Carrier will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Carrier's discretion, the goods may be tendered to the third party, subject to the terms of the third party's limitations of liability and/or terms and conditions of service.

### 5. Insurance.

Unless requested to do so in writing and confirmed to Customer in writing, Carrier is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance, to include any insurance policy deductible which is subject to change at policy renewal.

### 6. Disclaimers; Limitation of Liability.

- (a) Except as specifically set forth herein, Carrier makes no express or implied warranties in connection with its services;
- (b) In connection with all services performed by the Carrier, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Carrier prior to rendering services for the covered transaction(s).
- (c) Unless otherwise expressly provided in Carrier's tariffs and subject to any conditions or restrictions therein, the following articles will not be accepted for carriage: any shipment prohibited by law; original works of art; antiques; bonds; coins of any kind; currency; equivalents; furs; fur clothing; gems or stones (other than costume jewelry); articles containing glass or mirrors; pearls; precious metals; securities (negotiable); time sensitive written material (e.g. bids, contract proposals, etc.). Carrier shall not be liable for any loss, damage, delay, liabilities or penalties resulting from the transportation of any of the foregoing articles, however described or mis-described in this shipping document and no employee or agent of Carrier has any authority to accept for transportation such articles or to waive the limitations herein contained.
- (d) In the absence of additional coverage under (b) above, the Carrier's liability shall be limited to the lesser of (i) The amount of any damages sustained or (ii) \$500 per package as per the COGSA Agreement ("Carriage of Goods By Sea Act") and any other pertinent laws applicable to water carriers, whichever is less, unless a higher value for carriage is declared and an additional charge paid for such declaration.



# ICAT Logistics, Inc.

- (e) In no event shall Carrier be liable or responsible for consequential, indirect, incidental, statutory or punitive damages, including but not limited to monetary, loss of income, loss of property, other than merchandise listed on the bill of lading, even if it has been put on notice of the instructions; Acts of God; public authorities acting with actual or apparent authority; strikes; labor disputes; weather; mechanical failures; aircraft failures; civil commotions; acts of omissions of the shipper or consignee for failure to observe the terms and conditions of the contract of carriage contained in this shipping document, including but not limited to improper packaging, marking, incomplete/inaccurate shipping instructions and the rules relating to freight not acceptable for transportation of freight acceptable only under certain conditions outlined below.
- (f) In the event of the failure or inability of the consignee to take delivery of the shipment, Carrier will notify shipper in writing at the address shown on the shipping document and request disposition instructions. If the shipper fails to provide disposition instructions within 30 days after the date of the Carrier's notice, the Carrier will return the shipment to the shipper at the shipper's expense. If the shipper fails to accept delivery of a shipment thus returned, the Carrier may, upon 30 days written notice to the shipper, dispose of the shipment at public or private sale and pay itself out of the proceeds to satisfy the transportation charges owing on the shipment. Any sums collected by Carrier in excess of such transportation charges will be paid to the shipper. No sale or disposal pursuant to this rule will discharge any liability or lien to any greater extent than the proceeds thereof. The shipper and the consignee shall remain liable, jointly and severally, for any deficiency.
- 7. Indemnification/Hold Harmless.** The Customer agrees to indemnify, defend, and hold the Carrier harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Carrier harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Carrier may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Carrier, it shall give notice in writing to the Customer by mail at its address on file with the Carrier.
- 8. Costs of Collection.** In any dispute involving monies owed to Carrier, the shipper and/or the consignee shall be liable for and the Carrier shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 1 1/2% per month or the highest rate allowed by law, whichever is less unless a lower amount is agreed to by Carrier.
- 9. General Lien and Right to Sell Customer's Property.**
- (a) Carrier shall have a general and continuing lien on any and all property of Customer coming into Carrier's actual or constructive possession or control for monies owed to Carrier with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
- (b) Carrier shall provide written notice to Customer at address shown on waybill of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Carrier's rights and/or the exercise of such lien.
- © Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 105% of the value of the total amount due, in favor of Carrier, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Carrier shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.
- 10. No Duty to Maintain Records for Customer.** Customer acknowledges that pursuant to Section 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Carrier shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not as a "record keeper" or "recordkeeping agent" for Customer.
- 11. Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Carrier in writing, carrier shall be under no obligation to undertake any pre- or post Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
- 12. Preparation and Issuance of Bills of Lading.** Where Carrier prepares and/or issues a bill of lading, Carrier shall be under no obligation to specify thereon the number of pieces, packages and/or cartons, etc.; unless specifically requested to do so in writing by Customer or its agent and Customer agrees to pay for same, Carrier shall rely upon and use the cargo weight supplied by Customer.
- 13. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Carrier; any attempt to unilaterally modify, alter or amend same shall be null and void.
- 14. Severability.** In the event any Paragraph(s) and/or portion(s) hereof are found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Carrier's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.
- 15. Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Maryland without giving consideration to principals of conflict of law.

#### *Customer and Carrier*

- (a) Irrevocably consent to the jurisdiction of the United States District Court and the State courts of Maryland.
- (b) Agree that any action relating to the services performed by Carrier, shall only be brought in said courts
- (c) Consent to the exercise of *in personam* jurisdiction by said courts over it, and
- (d) Further agree that any action to enforce a judgment may be instituted in any jurisdiction.

\*\*\*Terms and conditions are subject to change without notice. For the most current version, go to [www.icatlogistics.com](http://www.icatlogistics.com)



# ICAT Logistics, Inc.

## Rule 8: Ad Valorem Rules

- 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 7.
- 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 calculated at \$.60/\$100 of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA. Should the Shipper require Insurance covering such shipments, such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charged based on the value to be insured. The Ad Valorem rate shall be calculated at \$.70/\$100 of the total value to be insured which shall include Cost of Goods + Freight Charges + 10% and is in addition to the base NRA.

## Rule 9: Co-Loading

- (1) The Carrier from time to time tenders cargo for co-loading.
- (2) Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time: Vanguard Logistics, Carotrans, Shipco, Econocaribe, troy Container Lines, and Royal Cargo Line.
- (3) If Carrier enters into a co-landing 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) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for co-loading.
- (6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.
- (7) When shipper's cargo is co-loaded with another NVOCC, the bill of lading liability referenced in Rule 7 will not be altered.

## Rule 10: Hazardous Cargo

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)



# ICAT Logistics, Inc.

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 Consultive 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 and Shipping Orders 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 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.



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## **Rule 11: Free Time and Demurrage**

Any charges for storage, detention or demurrage of freight or containers are for the account of the cargo and will be charged in addition to the NRA.

## **Rule 12: Shippers Requests**

Shipper or Consignee request 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.

## **Rule 13: Use of Carrier Equipment**

Carrier does not own or lease equipment. Any ensuing charges are for the account of the cargo and will not be included in the NRA.

## **Rule 14: Carrier Terminal Charges**

Origin and destination handling charges are for the account of the cargo. If prepaid, these will be included in the NRA.

## **Rule 15: NVOCC Bond**

### **A. Bonding of NVOCC**

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46v 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. 570216**

3. Issued By:

American Alternative Insurance Corporation  
A Delaware Corporation  
555 College Road East  
P.O. Box 5241  
Princeton, NJ 08543

### **B. Agent for Service of Process**

Carrier's legal agent for the service of judicial and administrative process, including subpoenas is:

CT Corporation System  
1015 15th Street NW  
Washington, DC 20005

## **Rule 16: Certification of Shipper Status**

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 an active tariff published 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.

## **Rule 17: Definitions**

**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) -



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

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

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

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

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

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

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

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

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

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

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

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

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

**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 ICAT LOGISTICS INC., a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License and Organization No. 001268N.

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

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



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## Rule 18: Explanation of Abbreviations

Ad Val	Ad Valorem	KDF	Knocked Down Flat
AI	All Inclusive	KGS.	Kilos
BF	Board Foot or Board Feet	K/T	Kilo Ton
B/L	Bill of Lading	LCL or LTL	Less-than-Container-Load
BAF	Bunker Adjustment Factor	LS	Lump Sum
BM	Board Measurement	L/T	Long Ton (2,240 lbs.)
C	Change in tariff Item	M	Measure
CAF	Currency Adjustment Factor	Max	Maximum
CBM, CM, or M3	Cubic Meter	MBF or MBM	1,000 Feet Board Measure
CC	Cubic Centimeter	Min	Minimum
CFS	Container Freight Station	MM	Millimeter
CFT	Cubic Foot or Cubic Feet	MQC	Minimum Quantity Commitment
CLD – Applicable	Chilled	N/A	Not
CM—Rate Arrangement	Centimeter	NRA	Negotiated
CU—Service Arrangement	Cubic	NSA	NVOCC
CWT	Cubic Weight	NHZ	Non-Hazardous
CY	Container Yard	NOS	Not otherwise specified
D	Door	OT	Open Top
DDC	Destination Delivery Charge	P	Pier
E	Expiration	PKG	Package or Packages
ET—China	Essential terms	PRC	People's Republic of
ETC—Virginia Islands	Et Cetera	PRVI	Puerto Rico & U.S.
FAK	Freight All Kinds	R	Reduction
FAS	Free Alongside Ship	RE	Reefer//Refrigerated
FB	Flat Bed	R/T	Revenue Ton
FCL	Full Container Load	RY	Rail Yard
FEU	Forty Foot Equivalent Unit	SL&C	Shipper's Load & Count
FI	Free In	Sq. Ft.	Square Foot or Square Feet
FIO	Free In and Out	S/T	Short Ton (2,000 lbs)
FIOS	Free In, Out and Stowed	SU or S/U	Set Up
FO	Free Out	TEU	Twenty Foot Equivalent Unit
FOB	Free On Board	THC	Terminal Handling Charge
FMC	Federal Maritime Commission	TRC	Terminal Receiving Charge
FR	Flat Rack	USA	United States of America



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Ft	Feet or foot	USD	United States Dollars
GoH	Garment on Hanger	VEN	Ventilated
H	House	VIZ	Namely
HAZ	Hazardous	VOL	Volume
I	New or Initial Tariff Matter	W	Weight
K/D	Knocked Down	W/M	Weight Measure

**Rule 19: Location of Tariff**

This tariff is published on the web at: [www.icatlogistics.com](http://www.icatlogistics.com). Please refer to the tariff profile or title page for additional contact information.