

SEKO CONTAINER LINES PTE. LTD. is a Non-Vessel Operating Common Carrier (NVOCC) registered with the Federal Maritime Commission (FMC) and operating under FMC organization number 033198
TARIFF NO. 001
AMENDMENT NO. 005

FMC No: 033198

Non-Vessel Operating Common Carrier

Effective Date:

01 April 2025

Published Date:

01 March 2025

Expiration Date:

NONE

Controlled Status: N

TITLE PAGE

TARIFF AMD NO. 006

Governing Rules Tariff

NAMING RULES AND REGULATIONS ON CARGO MOVING IN CONTAINERS / AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS AND
WORLDWIDE PORTS AND POINTS

Published By:

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NOTICE TO TARIFF USERS

This document is compiled to reflect Carrier's tariff as published in compliance with regulations of the Federal Maritime Commission. The official tariff is that contained in the internet website at

www.sekocontainerlines.com

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RULE 1: GEOGRAPHIC SCOPE

Except as otherwise provided, this tariff covers the transportation of general commodities loose or in containers between all ports and points in the United States and all ports and points worldwide.

RULE 2: APPLICATION OF RATES AND CHARGES

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

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

Rates 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) rates 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.

The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.

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

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

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. The 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 rate provided for the highest rated articles contained therein.
4. Rates as published herein 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 rates in this Tariff 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 rates shown in this Tariff 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, rates published in this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for the applicable Cargo, N.O.S. rate shall be applied.
9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.
10. 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."
11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question, eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.

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

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone, (Examples): A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).

A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

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

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

14. TYPES OF SERVICE PROVIDED

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

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

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

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

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

15. SERVICE OPTIONS:

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

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 TLI's or where specified in an Inland Rate Table.

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.

16. ADVANCED CHARGES

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

RULE 3: RATE APPLICABILITY RULE

The rates, charges and rules applicable to any given shipment shall be those in effect on the date the cargo is received by the Carrier or its agent.

RULE 4: MINIMUM BILL OF LADING CHARGES

Unless otherwise provided in the relevant TRI, the minimum ocean freight and charges to be assessed with respect to cargo moving under a bill of lading shall be the freight and charges applicable to 1,000 kilos or one cubic meter.

RULE 5: PAYMENT OF FREIGHT 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 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 rates 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 U.S. dollars.

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

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

RULE 6: BILL OF LADING

Carrier's bill of lading terms and conditions can be located on www.sekocontainerlines.com

RULE 7: SURCHARGES AND ARBITRARIES

All Surcharges and Arbitrary as outlined below apply, unless clearly stipulated otherwise under respective TRI or NRA.

See following sub-rules.

7.1: U.S. Imports - TPEB BAF

Effective: 01 April 2025

Expires: 30 June 2025

From: **Asia/Far East/Indian Subcontinent, Middle East Gulf, Red Sea, and Bangladesh**

Far East Ports include China, Hong Kong, North East Asia, South East Asia

Indian Subcontinent Ports include India, Pakistan, Sri Lanka, and Colombo

To/Via: **U.S. West Coast or Canada West Coast**

Type 20'/40'/40'HC/45'/53'HW

Dry/All Types 512/569/569/720/910

Reefer 614/682/682/863/N/A

To/Via: **U.S. East Coast, U.S. Gulf Coast, or Canada East Coast**

Type 20'/40'/40'HC/45'

Dry/All Types 936/1040/1040/1317

Reefer 1123/1248/1248/1580

To/Via: **Hawaii**

Type 20'/40'/40'HC/45'

Dry/All Types 263/525/525/525

Reefer 315/630/630/630

Amounts reflected in USD.

7.2: Pass Through Charges (Between US and World)

Effective: 01 Nov 2023

Expires: NONE

Carrier may publish with immediate effect changes in charges and additional charges which are not under the control of Carrier and which Carrier passes through to its customers without mark-up. Certain of Carrier's charges to Shippers are based on rates charged to Carrier by third parties, such as terminals, public authorities and vessel operating carriers. From time to time, these third parties impose charges on the Carrier in a manner that prohibits Carrier from providing a thirty-day notice of the increase. When Carrier passes these charges through to Shippers without mark-up, they will be published in this Tariff with an effective date matching the effective date of the underlying service provider. Although Carrier will endeavor to publish these pass-through charges as quickly as possible after it receives notice, they may, in some cases, take effect upon publication.

7.3: Chassis Usage/Rental

Effective: 01 Nov 2023

Expires : NONE

Chassis Usage/Rental

\$45 USD Per Day, Per Chassis; Min 2-day Chassis Usage – Applicable to container drayage moves where SEKO is arranging door services (Pickup or Delivery).

In the event SEKO is only arranging services to CY but underlying BCO chassis is utilized, cost will be a direct pass thru.

7.4: Chassis Split

Effective: 01 Nov 2023

Expires : NONE

\$175 USD per occurrence

A chassis split is when the container is not located in the same place as the chassis. In this case, the trucking company may assess a chassis split fee to cover the costs of bringing the chassis to the container location.

RULE 8: AD VALOREM RATES

- A. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
- B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in 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 rates 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 rate.

RULE 9: CO-LOADING

- A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.
- B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's from time to time.
- C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 6) and such Bill of Lading liability shall not be altered by co-loading.
- D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.
- E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:
"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's).
- G. "Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.
- H. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.

RULE 10: DANGEROUS AND HAZARDOUS CARGO

10.1 The transportation of inflammable or hazardous goods, explosives, and other dangerous articles will be governed by Title 49 of the United States Code of Federal Regulations Parts 100- 199, as revised, or by any superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization.

10.2 Shipments of goods described in Rule 10.1 shall be identified as such at the time of booking. Such goods shall be packaged, stowed and labeled in accordance with all applicable laws and regulations at the risk and expense of the Merchant.

RULE 11: RETURNED CARGO

11.1 Cargo returned to the origin port/point named in Carrier's bill of lading within six (6) months after arrival at destination shall be rated at the lower of:

- a) The freight rate and charges that would be applicable to the return move if it were the original move; or
- b) 85% percent of the freight rate originally paid by Merchant and 100% of the charges that would be applicable to the return move if it were the original move.

11.2 The foregoing provision will apply only if the cargo is returned in the original package. For purposes of this rule, in order to be considered as being in the original package, cargo must be in the same number of cartons or packages, with the same marks and numbers, as shown on the bill of lading covering the original move.

11.2 Cargo not returned within six (6) months after arrival at destination shall not be treated as returned cargo and shall be rated in accordance with the Carrier's tariff.

RULE 12: OVERCHARGE CLAIMS

12.1 All claims for adjustment of freight and/or charges must be presented to Carrier in writing within three (3) years of the date of the bill of lading issued by Carrier.

12.2 Claims must be presented to Carrier in writing and must contain the following original or certified documents:

- a) Bill of Lading
- b) Packing List
- c) Commercial Invoice
- d) Customs Entry Permit/Import Declaration or Customs Export Declaration, as applicable

12.3 If the claim is presented to Carrier in writing before the shipment involved leaves the custody of Carrier, cargo may be inspected at port of loading or a destination by official measurers named by Carrier.

12.4 All requests for inspection at destination must be made in writing to Carrier. Any expense incurred by the Carrier in connection with the investigation of the claim shall be borne by the party responsible for the error, or if no error found, by the claimant.

12.5 Claims for adjustment of freight other than those based on errors in weight, piece count, measure, or description must be accompanied by the documentary evidence set forth in paragraph 12.2 above, and such other evidence as may be essential in support of the claim in question.

12.6 Refunds approved under the above procedures will only be paid to the party paying the original freight bill and always provided the full amount of the original freight bill has been paid to Carrier.

RULE 13: FREE TIME, DETENTION AND DEMURRAGE

Detention applicable for containers only moved under SEKO CONTAINER LINES PTE. LTD. Bills of Lading whether via carrier haulage or merchant haulage:

Carrier is a non-vessel operating common carrier. The equipment it uses to provide transportation services to Merchant is provided by the vessel-operating common carrier (VOCC) or leased thru separate vendors to facilitate ocean transportation services.

Detention will be levied when the Merchant has picked up the container for loading and/or unloading and equipment is not returned to the nominated depot within the allotted free time as per below.

13.1 FREE TIME, DETENTION – U.S.A. IMPORTS

SCOPE: WORLD TO/VIA U.S.A.

EFFECTIVE: 01 NOV 2023

EXPIRY: NONE

Dry/Standard

Merchant to benefit from respective steam ship line published tariff for Detention. Free time and charge per day thereafter are a direct pass thru.

Refrigerated/*Special Equipment

*Special Equipment: Open tops, flat racks, tanks, etc

Merchant to benefit from respective steam ship line published tariff for Detention. Free time and charge per day thereafter are a direct pass thru.

13.2 FREE TIME, DETENTION – U.S.A. EXPORTS

SCOPE: U.S.A. TO WORLD

EFFECTIVE: 01 NOV 2023

EXPIRY: NONE

Dry/Standard

Merchant to benefit from respective steam ship line published tariff for Detention. Free time and charge per day thereafter are a direct pass thru.

Refrigerated/*Special Equipment

*Special Equipment: Open tops, flat racks, tanks, etc.

Merchant to benefit from respective steam ship line published tariff for Detention. Free time and charge per day thereafter are a direct pass thru.

13.3 DEMURRAGE – U.S.A. – IMPORT/EXPORTS

SCOPE: U.S.A. TO/FROM WORLD

EFFECTIVE: 01 NOV 2023

EXPIRY: NONE

Demurrage will be applied when the Merchant holds equipment or equipment remains inside the terminal, port, or depot for longer than the steam ship line allotted free time.

Dry / Standard / Refrigerated Equipment / Special Equipment

Merchant to benefit from respective steam ship line published tariff for Demurrage. Free time and charge per day thereafter are a direct passed thru.

13.4 DEMURRAGE OUTLAY FEE – U.S.A. – IMPORT/EXPORTS

SCOPE: U.S.A. TO/FROM WORLD

EFFECTIVE: 01 NOV 2023

EXPIRY: NONE

A Demurrage Outlay Fee will be applied when carrier pays demurrage cost on behalf of Merchant.

Dry/Standard/Refrigerated Equipment/*Special Equipment

*Special Equipment: Open tops, flat racks, tanks, etc.

Due to administrative costs any container in which demurrage is incurred and paid by carrier will be assessed 10% of total demurrage outlay, minimum of US\$ 75.

RULE 14: RESERVED**RULE 15: DEFINITIONS AND SYMBOLS**

Carrier means [SEKO CONTAINER LINES PTE. LTD., operating as a Non-Vessel Operating Common Carrier (“NVOCC”) authorized by the FMC by License No. 033198, with contact information included under Rule 24].

VOCC means Vessel Operating Common Carrier.

Merchant means the persons named as shipper, exporter, consignee and/or receiver on the bill of lading, any holder of the bill of lading, the actual recipient of the goods, any person owning or entitled to the possession of the goods or of the bill of lading, and anyone acting on behalf of any of the foregoing persons.

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

NRA means Negotiated Rate Agreement.

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

RULE 16: Negotiated Rate Arrangements (NRAs)

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

EXTENT OF ACTIVITY:

Carrier participates in NRA's and utilizes Open Tariff Rates. As required by Part 532.4 of the CFR, the governing rules publication is available to the public.

RULE 17: GENERAL RATE INCREASE (GRI) AND PEAK SEASON SURCHARGES (PSS).

Carrier follows VOCC published announcements for General Rate Increases (GRI) and Peak Season surcharges (PSS) as a source to provide notification to client base of pending increases.

RULE 18: DIVERSIONS

18.1 **DIVERSIONS 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: 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.

18.2 **DIVERSIONS 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: Any change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo. B. Conditions: 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided. 2. Cargo moving under a non- negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading. 3. This rule will apply to full Bill of Lading quantities or full container loads only. 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo. 5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge

within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port. 6. Diversion charges or administrative charge are payable by the party requesting the diversion.

RULE 19: RESERVED

RULE 20: RESERVED

RULE 21: RESERVED

RULE 22: RESERVED

RULE 23: RESERVED

RULE 24: Bonding of NVOCC, Financial Responsibility of Carrier; Agent for Service of Process.

24.1 Bonding of NVOCC.

- A. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 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.
- B. Bond No. 202309143

24.2 Legal Agent:

The name and address of the person at legal agent of carrier is: **Char L. Dalton, Seko Logistics, 1501 East Woodfield Road, Suite 210E, Schaumburg, IL 60173, USA.** In the event the legal agent cannot be served due to death, disability or unavailability, the Secretary of the U.S. Federal Maritime Commission shall be deemed Carrier's legal agent for service of process.