D.T. GRUELLE COMPANY GROUP, LLC – D/B/A – D.T. GRUELLE COMPANY TARIFF NO. 101 ORIGINAL TITLE PAGE

FMC No.: 012187

NON-VESSEL OPERATING COMMON CARRIER EFFECTIVE DATE: 15OCT2018
PUBLISHED DATE: 15OCT2018

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CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 101
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD PORTS AND POINTS

D.T. COMPANY COMPANY COMPANY COMPANY I COMPANY I STEED AND VISUAL VISUAL

D.T. GRUELLE COMPANY GROUP, LLC D/B/A/ D.T. GRUELLE COMPANY is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC license number 012187NF.

NOTICE TO TARIFF USERS

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation) NRAs can otherwise be amended by the parties in writing or by acceptance of the amendment by booking the cargo.

PUBLISHED BY:

D.T. GRUELLE COMPANY GROUP, LLC
D/B/A D.T. GRUELLE COMPANY
301 MOON CLINTON ROAD
CORAOPOLIS, PA 15108
PUBLISHING OFFICER: BILL WALTONBAUGH

EMAIL: BILL@DTGRUELLE.COM TEL: 412-262-2755 EXT. 231 FAX: 412-262-3993

TARIFF DETAILS

Tariff Number: 101

TARIFF TITLE: NRA GOVERNING RULES TARIFF

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

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER: **012187**

NAME: D.T. GRUELLE COMPANY GROUP, LLC

TRADE NAME: D.T. GRUELLE COMPANY

TYPE: Non-Vessel Operating Common Carrier

HDQ. COUNTRY: USA

HOME OFFICE: 301 MOON CLINTON ROAD

CORAOPOLIS, PA 15108

PHONE: 412-262-2755 Ext. 231

FAX: 412-262-3993

EMAIL: <u>BILL@DTGRUELLE.COM</u>

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY NRA RULES TARIFF NO. 101 - Between (US and World)

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D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

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NRA RULES TARIFF NO. 101 - Between (US and World)

Rule 1:

Scope

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD

Boston, MA

Chester, PA

Charleston, SC

Jacksonville, FL

Miami, FL

New York, NY

Newark, NJ

Norfolk VA

Philadelphia, PA

Savannah, GA

Wilmington, NC

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

Houston, TX

Galveston, TX

New Orleans, LA

Tampa, FL

Mobile, AL

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

Port Hueneme, CA

Los Angeles, CA

Long Beach, CA

Oakland, CA

San Francisco, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

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Rule 1-A:

Worldwide Ports and Points

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

AFGHANISTAN ALBANIA ALGERIA AMERICAN SAMOA ANDORRA ANGOLA ANGUILLA ANTARCTICA ANTIGUA AND BARBUDA ARGENTINA ASHMORE AND CARTIER ISLANDS AUSTRALIA AUSTRIA BAHAMAS THE

BAHRAIN BAKER ISLAND BANGLADESH BARBADOS BASSAS DA INDIA BELGIUM BELIZE BENIN BERMUDA BHUTAN BOLIVIA BOTSWANA BOUVET ISLAND BRAZIL

BRITISH VIRGIN ISLANDS BRUNEI BULGARIA BURKINA BURMA BURUNDI CAMBODIA

CAMEROON CANADA CAPE VERDE CAYMAN ISLANDS CENTRAL AFRICAN REPUBLIC CHAD

CHILE

CHINA CHRISTMAS ISLAND CLIPPERTON ISLAND COCOS (KEELING) ISLANDS COLOMBIA COMOROS CONGO COOK ISLANDS

CORAL SEA ISLANDS COSTA RICA CUBA CYPRUS

CZECHOSLOVAKIA DENMARK DJIBOUTI DOMINICA

DOMINICAN REPUBLIC ECUADOR

EGYPT EL SALVADOR EQUATORIAL GUINEA ETHIOPIA EUROPA ISLAND FALKLAND ISLANDS (ISLAS MALVIN FAROE ISLANDS FEDERATED STATES OF

MICRONESIA FINLAND FRANCE FRENCH GUIANA FRENCH POLYNESIA FRENCH SOUTHERN AND

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

GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUERNSEY

GUINEA GUINEA BISSAU GUYANA HEARD ISLAND AND MCDONALD ISLA

HONDURAS HONG KONG HOWLAND ISLAND HUNGARY ICELAND INDIA INDONESIA IRAN IRAQ IRELAND ISRAEL

ITALY IVORY COAST JAMAICA JAN MAYEN JAPAN JARVIS ISLAND JERSEY JOHNSTON ATOLL

JORDAN JUAN DE NOVA ISLAND KENYA KINGMAN REEF

KIRIBATI KOREA DEMOCRATIC PEOPLES REP KOREA REPUBLIC OF

KUWAIT LAOS LEBANON LESOTHO LIBERIA LIBYA LIECHTENSTEIN LUXEMBOURG MACAU MADAGASCAR MALAWI MALAYSIA

MALI MALTA MAN ISLE OF MARSHALL ISLANDS MARTINIQUE

MALDIVES

MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS MONACO

MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA NAURU

NAVASSA ISLAND NEPAL NETHERLANDS

NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER NIGERIA

NIUE NORFOLK ISLAND NORTHERN MARIANA

ISLANDS NORWAY OMAN PAKISTAN PALMYRA ATOLL PANAMA

PAPUA NEW GUINEA PARACEL ISLANDS PARAGUAY PERU PHILIPPINES PITCAIRN ISLANDS POLAND PORTUGAL PUERTO RICO

OATAR REUNION ROMANIA RWANDA

SAN MARINO SAO TOME AND PRINCIPE SAUDI ARABIA

SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA

SOUTH GEORGIA AND THE SOUTH SA SPAIN SPRATLY ISLANDS

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

MIQUELON ST VINCENT AND THE GRENADINES SUDAN SURINAME

SVALBARD SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN TANZANIA UNITED

REPUBLIC OF THAILAND TOGO TOKELAU TONGA

TRINIDAD AND TOBAGO TROMELIN ISLAND TRUST TERRITORY OF THE PACIFIC TUNISIA

TURKEY TURKS AND CAICOS

ISLANDS

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

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

ZAIRE ZAMBIA ZIMBABWE

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY 012187

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Rule 1-B: **Intermodal Service**

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

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Notice to Tariff Users

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Carrier has opted to publish its tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs").

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation) NRAs can otherwise be amended by the parties in writing or by acceptance of the amendment by booking the cargo. Carrier's Rules are provided free of charge to Shipper and Consignee at http://www.dtgruelle.com containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.

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D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

012187

Application of NRAs and Charges

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

11. TYPES OF SERVICE PROVIDED

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

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

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

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

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

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

Container Yard (Y)

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

Container Freight Station (S)

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

Door (D)

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

Ocean Port (O)

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

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

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

IPI Service, from Asia to USA

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

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

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

RIPI Service, from Asia to USA

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

13. ADVANCED CHARGES

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 2-010:

Packing Requirements

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-020: Diversion By Carrier

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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.

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NRA RULES TARIFF NO. 101 - Between (US and World)

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Rule 2-030: Reserved for Future Use

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Reserved for future use

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AMENDMENT NO. O

Rule 2-040: Container Capacity

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA.

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

012187 D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-050:

Shipper Furnished Containers

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-060:

Measurement And Weight

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

- 1. All packages will be measured in Centimetres and weight in Kilogrammes.
- 2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. Official Measurers and Weighers

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

- 5. Misdescription, Underweights and Undermeasurement
- A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.
- B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY 012187 NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-070:

Overweight Containers

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

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D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-080: **Shipper's Load And Count**

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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. No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container. Carrier will not be directly or indirectly responsible for:

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

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

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

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

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

A. Definition of Diversion:

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

B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the

cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.

6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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AMENDMENT NO. O

Rule 2-100: Security Fees

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-110: Restricted Articles

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-120: Freight All Kinds (FAK)

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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AMENDMENT NO. O

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

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-140:

AES USA EXPORT SHIPMENTS

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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AMENDMENT NO. O

Rule 2-150:

DOCUMENTATION FEE

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Document fees are considered origin and destination local charges and shall be for the account of the cargo. RETURN TO TABLE OF CONTENT

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AMENDMENT NO. O

Rule 2-160:

AMS PROCESSING FEE

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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AMENDMENT NO. O

70: SUBMISSION OF CARGO DECLARATION DATA

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

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

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

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

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

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

- 1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
- 2. NVOCC Co-Loading. For purposes of this paragraph, the term Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
- 3. All NVOCCs shall be subject to Paragraphs D and E of this rule.
- D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.
- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or redelivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

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

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

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

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY 012187

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-190:

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-200:

Cargo Roll-Over Fee

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 2-210:

Free Time Detention / Demurrage / Storage

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 4: **Heavy Lift**

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Not Applicable.

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY 012187

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 5:

Extra Length

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Not Applicable.

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 7: **Payment of Freight Charges**

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

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D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. 1 (C)

Bill(s) of Lading Face

Rule 8: Effective: 22AUG2018 Thru: NONE Expires: NONE Publish: 22AUG2018

A copy of Carrier's bills of lading (front and back) are provided herein.

D.T. GRUELLE

OTI No. 12187NF. BILL OF LADING

2. EXPORTER (Principal or seller-licensee and address including ZIP Code)				5. DOCUMENT NUMBER	7.22	5a. B/L NUMBER			
					6. EXPORT REFERENCES				
			ZIP COD	, Fri	_				
			ZIP COL	PE .					
3. CONSIGNED TO			1		7. FORWARDING AGENT (Name and address - references)				
					D.T. GRUELLE				
					301 MOON CLINTON ROAD - (OTI - 12187NF FMC#12187				
					8. POINT (STATE) OF ORIGIN OR FTZ N				
4. NOTIFY PARTY/INTERMEDIATE CONSIGNEE (Name and address)					9. DOMESTIC ROUTING/EXPORT INSTRUCTIONS				
12. PRE-CARRIAGE BY		13. PLACE OF RECEIPT BY PRE-CARRIER							
14. EXPORTING CARRIER		15. PORT OF L	OADING/E	XPORT	10. LOADING PIER/TERMINAL				
16. FOREIGN PORT OF UNLOADING	(Vessel and air only)	17. PLACE OF I	DELIVERY	BY ON-CARRIER	11. TYPE OF MOVE 11a. CONTAINERIZED (Vessel only)				
, , , , , , , , , , , , , , , , , , , ,		The state of Balliani Brond State of St					☐ Yes	□ No	
MARKS AND NUMBERS	NUMBER OF PACKAGES		DESC	RIPTION OF COMMO	DDITIES in Schedule B detail	GROSS V	VEIGHT	MEASUREMENT	
(18)	(19)			(2	0)	(21)	(22)	
Carrier has a noticy against nayment solici	tation, or receipt of any reh	ate directly or indi	irectly whic	h would be unlawful un	der the United States Shipping Act, 1984 as an	nended			
DECLARED VALUE					CARRIER'S LIMITATIONS OF LIABILITY.				
FREIGHT RATES, C	CHARGES, WEIGHTS			·	Received by Carrier for shipment by	ocean vessel between	port of loading as	nd port of discharge.	
SUBJECT TO CORRECTION PREPAID COLLECT					Received by Carrier for shipment by ocean vessel between port of loading and port of discharge, and for arrangement or procurement of pre-carriage from place of receipt and on-carriage to place of delivery, where stated above, the goods as specified above in apparent good order and condition				
					unless otherwise stated. The goods to place of delivery, whichever is applic	cable, subject always to	the exceptions,	limitations, conditions	
					and liberties set out on the reverse accepting this Bill of Lading.			- ·	
					IN WITNESS WHEREOF three (3) or above, one of which being accomplished	riginal Bills of Lading h d the others shall be voic	ave been signed, J.	not otherwise stated	
					DATED AT				
					DATED AT				
				ByAGENT FOR THE CARRIER					
					MO.	DAY		YEAR	
							B/L No.		
		TOTAL							
	GRAND	IOTAL		ı	I		1		

- Except as otherwise provided herein this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by See Act of the United States of America, approved April 16, 1965, which shall be deemed to be incorporated herein, and nobthing herein contained shall be deemed a surrender by the Carrier of any of the rights or immunities or an increase of any of its responsibilities or skellides under said Act. The provisions stated in power and the state of the provision stated in the provision of the provision stated in the carrier of the provision of said Act, ordinance or statute of the provision of the provision of the provision of said Act, ordinance or statute and the subject to the provisions of said Act, ordinance or statute and utiles therefore annexed.
- snall be subject to the provisions of salar Act, ortinance or setulus and rules bisneto amexical. On the full benefit of and right to, and right to, all the Garrier shall be entitled to the full benefit of, and right to, all significant or acceptions from, liability authorized by any provi-sions of Sections 4281 to 4288, inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other coun-ry whose laws shall apply
- provisions or the laws of the United States or of any other country whose laws shall apply.

 2. In this Bill of Lading.

 (a) "Carrier" means the Carrier named on the face side hereof, the vessel, her owner. Master, operator, demas charteri, and if bound hereby, the immer charterier and large states of the country as a carrier or health, charterier or Mester shall be defined as a carrier or baller.

 (b) "Vessel" means and includes the local was vessel on within the Goods are shepped, named on the face hereof, or any substitute watercraft used by the Carrier in the performance of this contract.

 (c) "Merchant" means and includes the shipper, the consignae, the reviews the healter of this life of being the owner of the Goods varies or agents of any of these.

 (d) "Charges" means and includes the shipper, the consignae of the service of t
- Transport.

 3. It is understood and agreed that other than the eard Carrier no person whitebooking inholding the Mador: officers and prove of the vessel all stevents, agents, employees, preprentatives, and all stevedores, terminal operators, craine operators, watchmen, carpenters, ship dearners, surveys and other deelegendent contractors whateboevel is or shall be deemed on and other deelegendent contracts whateboevel is or shall be deemed soewel, an contract or in tor. It however, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods, all limitations of the exonerations from liability provided by law or the contract of the

- bility thin those that the Carrier has under this Bill of Lading in any given situation.

 4. Subject to all inghis, privileges and limitations of and exonerations form faibility cranted to the ocean carrier under this Bill of Lading or by Jaw, any flability by the respective participating carriers for loss or damage to the Goods or packages carried hereunds that be a powered by the following:

 (ii) considering the control of the control of the Bill of Lading and cast of the control of the Carriers of the Bill of Lading and any law compliations and reliability of the ocean carrier, only the determined by the terms and conditions of this Bill of Lading and any law compliations of processing the control of the Bill of Lading and any law compliations of the processing the control of the Bill of Lading and any law compliations of the processing that the responsible therefor, and any lability of such participating domestic or foreign Carriers's shall be responsible therefor, and any lability of such participating domestic or foreign Carriers's shall be responsible therefor, and any lability of such participating domestic or foreign Carriers's participating domestic or of the applicable participating domestic or foreign Carriers's participating domestic or of the applicable participating complete or foreign Carriers's Bills; of Lading, whether issued or not, starff(s) and law computations' applicable in the circumstances; or foreign Carrier's work of the control of the cont

 - ated by the originating caural and en route by fails to the point of backing for leading on beard the Camira's or participating Carrier's building to the carrier's or participating Carrier's bill one of the Carrier's or participating carrier's record of the carrier's participating carrier's participating carrier's participating carrier's participating domestic or foreign Carrier's or damage occurred on board the vessel and while the Goods or packages were in the custody of the coesa Carrier's participating carrier's participatin

 - assumes no responsionly as Carrier for such domestic or to retight transportation.
 Transportation or demane and claim against the opean Carrier, where applicable, shall be given to the opean Carrier, and suit commerced as provided for in Clauses 30 and 51 hereof. Notice of loss or damage against the participating domestic or foreign Carrier(s), where applicable, shall be filled with the participating domestic or foreign Carrier(s) and suit commenced as provided for in the terms, conditions and provisions of stadic Carrier(s) filled for the terms, conditions and provisions and provisions, as they perment of suit, contain different requirements than those requirements pertaining to open and the containing the containing the containing the containing and provided the containing the containing
- 5. The poots carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff or Tariffs on file with the Federal Martine Commission, Interestate Commerce Commission, Interestate Commerce Commission, Interestate Commerce Commission in the terms and provisions of the said Tariff or Tariffs are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading, Copies of the relating provisions of the spitiate Pariffs are hereby the Collection from the commerce of the spitial Pariffs and Fortight are Collection from the conditions of the spitial Pariffs and Fortight are Collection from the conditions of the Spitial Pariffs and Fortight and Conditions of the Spitial Pariffs and Fortight and Pariffs and Pa
- The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.
- possession of the Goods and this laid of Lading.

 7. (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unicading, storing, warehousing, handing and any and all duties whatesover undertaken by the Camer in relation to the Goods.

 It is also the contract the contract of the Coods of

- 8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unless applicable law prohibbles sense, it is thereupon appears shat the contents or any part there of cannot safely or properly be carried or carried further, silter at all of control safely or properly be carried or carried further, silter at all of control to the Container or its openance or any port thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or insign ray reasonables additional expense to carry or to continue the carriers or to store the same ashore or alload under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Biptice, which storage shall be deemed to constitute due delivery under this Biptice, which storage shall be deemed to constitute due delivery under this Biptice, which storage shall be desired to constitute out of the control of the control of the carrier against any reasonable additional expanse so incurred.
- Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and U.S. Carriage of Goods by Sea Act, 1936 and similar legislation.
- U.S. Carriage of Goods by Sea Act, 1956 and similar legislation.

 10. Deck cargo (secept spoet carried in containings on deck) and live animals are reported and carried solely at Merchant's fisk including accident or mortality of animalsy and the Carrier shall not in any event be label for any loss or damage thereto arising or resulting from any matters manused in Section 4. Sub-Section (2p) to (p). Inclusive, of the United State Carriage of Goods by Sea Act or from any other cause whatsoever not use to the fault of the Carrier, any warranty of seventhiness in the premises being hereby watered, and they are also support to the premises being hereby watered, and they are provided above, such shipments shall be deemed Goods and shall be authent to all terms and provisions of this Bill of Lading relating to Goods.
- Carrier.

 12. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or one property of the property
- unammed, and with or wittern varvey.

 The Centrel's suling schedules are subject to charge without notice both as to the sailing date and date of airrise, lift his is a Through Bill of Ladding, no Carrier and the sailing date and the control of the sailing date and the sailing and carrier and the sail of their means of conveyance, or in time for any particular market or otherwises. No Carrier stall be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier.
- any certified state traves are injurit of loward in all gooders of sections of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatscover kind which cannot be avoided by the exercise of reasonable enclavors, the Carrier (whether or not the transport as commenced, travel without notice to the Marchant rost the performance of Marchants disposal at any place or port which the Carrier may deem set and convenient, whereupon the responsibility of the Carrier may deem set and convenient, whereupon the responsibility of the Carrier may deem set of such Goods shall cease. The Carrier shall nevertheless be entitled to fall regist and charges on Goods received for transportation and the Merchant shall pay any additional costs of certiage to and delivery and storage at such place or port.
- 1.4 If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Goods at a specified dock or place, it is mutually agreed that such agreement shall be constructed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Carrier, he vessel can get to, be at, and leaves said dock or place, always subject to the Carrier, and only if such dock or place is available for immediate recept of the Goods and that otherwise the Goods shall be decharged as otherwise provided in this Bill of Lading, whereupon all responsibility of Carrier shall ceeses.
- 15. The port authorities are hereby authorized to grant a general order for discharging immediately upon anival of the vessell and the Carrier, with out giving notice other of arrival or desbrage, may, immediately upon arrival of the vessel at the designated destination, discharge the goods continuously, Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be.
- The Carrier shall not be flable in any respect whatsoever if heat or retrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf craft or other loading or discharging place.
- Landing and delivery changes and pier dues shall be at the expense of the Goods unless included in the freight herein provided for. If the Goods are not taken away by the consignee by the expiration of the next working day after the Goods are at his disposal, the Goods may, at Carnier's pinch and subject to Carnier's line, he sent to store or varehouse or he permitted to lee where landed, but always at the expense and sky of the control of the control
- envise provided in this Bill of Lading.

 If A post or places where, by local law, authorities, or custom, the Carriar is required to discharge cargo to lighters or other craft, or where it has been so agreed, or where wharevae are not available which the stip can get to, lie at, or leave, elways safely affoat, or where conditions prevailing at the time render discharge at a whard damperous, imprudent, or likely to delay the vessel, with Medical and the provided of the conditions prevailing at the time and expense of the Goods. If the Merchart fails to provide such lighters or other craft at the mish and expense of the Goods. Discharge of the Goods in the risk and expense of the Goods Discharge of the Goods into such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods in the condition of the craft shall constitute proper delivery, and
- upon terminate.

 17. The Carrier shall have liberly to comply with any order or directions or recommendations in connection with the transport under this contract of certain given by any Coordinates of Authority or anyone detting or purchase the transport in the mortings or instrumence on the vessel or other lansport, the right to give such orders, directions or recommendations, Discharge or fellowery of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillment of the contract. Any extra expense incurred in connection with the exceived of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.
- Charges.

 18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating cernels will not call, the Carrier may, without morbite broard and participating cernels will not call, the Carrier may, without morbite broard may be compared to the compared to th
- 19. In any situation whatsoever and wheresoever occurring and whelhele existing or anticipated before commencement of or during the combiner transport, which in the judgment of the Carrier or the Master is likely to give itse to risk of capture, seizure, cleention, damage, delay or disadvallage of loss to the Carrier of any part of the Goods to make it unsafe.

- impudent or unlawful for any reason to receive, keep, load, or carry the goods, or commence or proceed on or continue the transport or to enter or discharge the goods or discentant passengies at the port of discharge, or the usual or agreed or memoral foliace of discratege or dislevely in the carrier or the transport or levely in the Carrier or the Master may decline to receive, keep, lead, or carry the Goods or may deven occitanceff; contents or any part thereof and may require the Menthant to take delivery of Goods at the place of resoly it or warehouse the Goods at the stake of contents or any part thereof and may require the Menthant to take delivery of Goods at the place of resoly it or warehouse the Goods at the stake of workers of the Goods, or the vessel, whether or not proceeding toward or entering or attempting to enter a good of discharge, or reaching or attempting to serve a not of discharge, or reaching or attempting to the activity of the content of the Goods and/or devan the contents of any container(s) at another port of loading or of the two descriptions of the contents of the content
- 20. Notwithstanding the foregoing, the Carrier shall neither be liable therefor, nor concluded as to the correctness of any such marks, descriptions or representations.
- or representations.

 When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shippers consignee, receiver, folder of this fill of Lading, owners of the Goods and person entitled to the possession of the Goods shall be and remain liable person entitled to the possession of the Goods shall be and remain liable only and severally, for any second content of the cargo unit is reflected to Carrier's custody and, at fariff rates, for any delay beyond the time allowed for such loading or discharge, and for any loss, damage or expense incurred by Carrier as a result of the faiture to return the cargo unit to the Carrier and seat of the faiture to return the cargo unit to the Carrier as the same, sound condition and salte of chamiltons and the declaration of the faiture to return the cargo unit to the Carrier as the same sound condition and salte of chamiltons.
- Where a cargo unit is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the Goods are damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking or unloading.
- to the Goods by or during such unspecting or unleading.

 21. When containers, vans, trailers, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically servangument) are not packed or located by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and count." Carrier has no exactionable means of the container of the con
- delegacy of reducing receiption. Province in property to combinith their contents.

 The Merchant, whether principal or agent, by gacking or loading the cargo unit a lobe is packed or bedded, arrange unit and be so packed or bedded, arrange unit and the province in the province of the state of the cargo unit to be so packed or bedded, cascinated, marked and safely packed in their respective cargo units, that easier has entirely an expective cargo units, that expects and suspect the Goods during handling and on the tenaport and that the cargo units may be hardled in the ordinary course units of the cargo of the province of the cargo units, that the cargo units may be thardled in the ordinary course waynes or to their other cargo, or property or persons, (b) that ell participations with report of the cargo units and their contents and the velocities with respect to the cargo units and their contents and the velocities with respect to the cargo unit withing the the carrier and ell participations of the Goods which might notice that they are inflammable, explosive, corrovaely, and follower considers, but and their contents and the velocities of the Goods which might notice that they are inflammable, explosive, corroversely, and follower cargo or to property or persons and of the Department of Transportation of the United States of America and of the Department of Transportation of the United States of America and of the Department of all such Goods.
- The shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possassion of the Goods jointly and severally agree fully to protect and indemnity Carrier and to hold it harmless in respect to any injury or death of any person, or loss or demands to cargo unit of any other property or to the viessel of conor any other property, or to the vessel or conveyance or expanse or inserting out of or in any way connected with breest of any of the foreigning representations or warrantees, howevere to courring, even without fault of shipper, conteging extended to the content of the Goods and several way to the property of the Goods and even thought of the Condition of even the following content of the Goods and even the following content of the Condition of o
- Carrier or unseaworthiness.

 22. The Merchart and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of meeting, regating, fundating, repacking, covering, solid expenses of meeting, regating, fundating, repacking, covering, solid expenses of resulting, regating, fundating, repacking, covering, solid pages, also for expenses for regaming containers damaged while in the possession of the Merchani for demurrage on containers and any participation, as the containers and any participation of incurred by or level upon the Carrier, vessel or conveyance requirement of any government or governmental authority or person purporting to act under the authority thereot, sezure under legal process or teteripides secure, incorrect or insufficient marking, numbering or addressing of containers, packages or description of the contents, faltier of the Merchant process or purporting to the Merchant process or purporting to the Merchant process or consistent for a support or place or any act or ornsistent of the Goods by the authorities at any port or place or any act or ornsistent of the Merchant The Carrier's lies shall survive delivery and may be enforced by private or public sele and without notice.
- or any act or omission of the Morchant. The Carrier's lien shall survive delivery and may be enforced by private or public sels and without notice.

 23. Freight shall be payable, at Carrier's option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on actual gross discharge weight or measurement or on a value gro other basis. Freight may be citiculated on the basis of the performance of the general may be included on the basis of the performance of the general may be entitled to the performance of the general may be entitled to the performance of the general may be entitled to the performance of the general may be entitled to be erroneous and additional freight payable, the Morchant and the Goods hall be finable for any expense incurred for examining, weighting, measuring and valuing the Goods. Full freight shall be paid on drantiged or and advances charges (including on-Carrier's) shall be considered completely earned on isosipt of the Goods by the Carrier, whether the freight and the top of the state of the manufact to be propagal or to be collected at destination, and the Carrier shall be entitled to all freight and charges, extra completed the propagal or to be collected at destination and the Carrier shall be entitled the propagal or to be collected at destination and the Carrier shall be entitled to the propagal or to be collected at destination and the Carrier shall be entitled to the propagal or to be collected at destination at the carrier shall be entitled to the propagal or to be collected at destination at the carrier shall be entitled to the propagal or to be collected at destination at the carrier shall be privated to the propagal or the collected at destination at the carrier shall be privated to the propagal or the collected at destination at the carrier of the propagal or the collected at destination at the carrier of the carri
- Goods at the piace of delivery.

 The Marchant shall be jointly and severally liable to the Carrier for the payment of all relight charges and the amount due to the Carrier, and for y falter of either or both to perform his or their folligations under the provisions of this Bill of Lading, and they shall indemnify the Carrier against, and hold if harmless from, all liability, loss, damage and experies which the Carrier may sustain or incur arising or resulting from any such tailizer of performace by the Merchant. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the carrier shall be considered the exclusive agent of the Merchant for all pursons the pieces. The provision of the carrier shall be considered payment to the Carrier in any event. Failure of such person, firm or corporation to app any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of the freight.
- The Carrier shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all freight charges and damages dray kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lien, and may enforce this lien by

- public or private sale and without notice. The shipper, consignee, receiver, holder of this Bill of Leding, owner of the Goods and person entitled to the possession of the Goods shall be jointly and severally liable to the Carner for the payment of all freight charges and damages as allossed and for the performance of the obligations of each of them hereunder.
- 24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.
- 25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertaned by a third party other than the Carner and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carner of receipt of goods of the weight or quantity so inserted in the Bill of Lading.
- 26 Naither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for make good any loss or damage to the goods occurring at any time are aven though betwee losding on or after discharge from the ship, by reason or by means of any fire wistnessore, runless such fire shall be caused by its design or neglect, or by its actual fault or privity. In any case where this exemption is not permitted by leave. Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.
- 27. If the vessel comes into collision with another vessel as a result of the fault or negligence of the other vessel and any soft, neglect or default of the Carrier, Materier, manner, plot or the servants of the Carrier in Meter, manner, plot or the servants of the Carrier in Meter, manner, plot or the servants of the Carrier in Meter and the Me
- The foregoing provisions shall also apply where the owners, opera-s or those in charge of any vessel or vessels or objects other than, or addition to the colliding vessels or objects are at fault in respect of a col-on, contact, stranding or other accident.
- 28. General average shall be adjusted, stated and settled according to Yori, Antwerp Rules 1974, except Rule XII thered, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York.
- these Fules, according to the laws and usagas of Nav York.

 In such adjustment, diebursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be convented at the rate prevailing on the last day of discome process of the convented of the process of the convented of the process of the
- the purpose of electring repairs to the vest.

 In the sever of accident, damper or disaster, before or after commencement of the vivage residing from any cases whatsoever, whether due to negligence or not for which or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, the shipper, consigner, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods, pinitly and mental or the properties of the Goods, pinitly and mental or the good of the Goods pinitly and mental or the good of the Goods pinitly and mental or the good of the Goods pinitly and mental or the good of the Goods pinitly and the
- all boase, statutes, laws or regulations which might otherwise apply.

 29. In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lewful money of the United Status, per postage, or in case of Goods, and set including the Control of the
- Where containers, vans, trailers, transportable lanks, flats, palletized units and other such packages are not packed by the Camier, each individual such container, van, intaller, transportable lank, palletized unit and other such package induding in each instance its contents, shall be deemed a slight package and Carrier's liability, limited to \$500 with respect to each such package.
- 30. As to loss or dannage to the Goods or packages occurring or pre-sumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of the given in whiting to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereof under this Bill of Lading or. If the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such ramoval shall be prima tode avidence of the delivery by the Carrier of the Goods or packages as devembed in this Bill of Lading.
- 31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all lability in respect of loss, demage, musdelweyled upon the property of the contract and any very which contract the day of the spect of any other breach of this contract and any very within one year after delivery of the Goods or package, unless suit is brought within one year after delivery of the Goods or package at the date when the Goods or package should have been delivered. Suit shall not be Carrier and/or the vessel by service of process or by an agreement to appear.
- appeal.

 2. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, will not be received by the Carrier unless their true character and use the bear made in advance, and will not in any case, be located or landed by the Carrier for such valuables shall be considered received by or deliver the carrier for such valuables shall be considered received by or deliver the school bearing of the carrier for such valuables and the considered received by or deliver the school bearing the school of the carrier for such valuables will only be delivered by the Carrier's research to find a written receipt therefor is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier's responsibility shall cases. If delivery is not as their promptly after the dript a arrival at read on, solely at the risk and expense of the goods.
- 33. It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation and the like did not exist on receipt.
- 34. Nothing in this Bill of Lading shell operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of the or other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States are the marked that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of the Bill of Lading shall be separable, and if any part or the hereof candidate of the United States.

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- process of the same of the United States or of any oranic construction and all any of the United States are of any oranic construction.

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- 5. The charter and the entering are also date of the terms and previous of the Control of popular Terms of Yall on the term in Fine of the Particle Control of the Control
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012187 D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 9:

Freight Forwarder Compensation

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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Rule 11: Minimum Quantity Rates

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018
Carrier may charge minimum quantity rates as specified in each individual NRA.

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Rule 12: Ad Valorem Rates

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

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

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Rule 13: Transshipment

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Not Applicable.

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AMENDMENT NO. O

Rule 14: Co-Loading in Foreign Commerce

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

(2) The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with the following NVOCCs from time to time:

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

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Rule 15: Open Rates in Foreign Commerce

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Not Applicable.

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Rule 16: Hazardous Cargo

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

Classes A and B Explosives

Radioactive Substances (IMCO Class No. 7)

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

Maritime Consultative Organization);

- D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
- E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
- F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials:
 - B. The hazardous class, IMCO Code Number and UN Number (if any);
 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type 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
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 17: SOLAS Regulations

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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 or terminal. 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.
- 6. 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."
- 7. 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.

- 8. 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.
- 9. 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.
- 10. 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 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.
- 11. 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.

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AMENDMENT NO. O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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Rule 19: Shippers Requests in Foreign Commerce

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 20: Overcharge Claim

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

B. Overcharges

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

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

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

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AMENDMENT NO. O

Rule 21: Use of Carrier Equipment

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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AMENDMENT NO. O

Rule 22: Automobile Rates in Domestic Offshore Commerce Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Not Applicable.

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AMENDMENT NO. O

Rule 23: Carrier Terminal Rules and Charges

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

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

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment. RETURN TO TABLE OF CONTENT

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Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

A. Bonding of NVOCC

- 1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.
- 2. Bond No. 2013030003
- 3. Issued By: American Alternative Insurance Company

555 College Road East

Princeton, NJ 08543

Agent for Service of Process

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

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 25:

Certification of Shipper Status in Foreign Commerce

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

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

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

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AMENDMENT NO. O

Rule 26:

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Reserved for future use

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AMENDMENT NO. O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Not Applicable.

012187 D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 28:

Definitions

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

CARRIER - means D.T. Gruelle Company Group, LLC, d/b/a D.T. Gruelle Company.

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

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

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

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers. **CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ONE COMMODITY - means any or all 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 D.T. Gruelle Company Group, LLC, d/b/a D.T. Gruelle Company a licensed Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC number 012187NF.

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

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

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

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

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O **Rule 29:**

ABBREVIATIONS, CODES AND SYMBOLS

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

EXPLANATION OF ABBREVIATIONS

Ad Val Ad Valorem Kilograms Kilos All Inclusive Kilo Ton ΑI K/T

Less than Container Load BF Board Foot or Board Feet LCL or LTL

Bill of Lading B/L Lumpsum LS

BAF Bunker Adjustment Factor L/T Long Ton (2240 Lbs)

BM **Board Measurement** Measure M Change in tariff Item Maximum C Max

1,000 Feet Board Measure CAF Currency Adjustment Factor MBF or MBM

CBM, CM or M3 Cubic Meter Min Minimum CC Cubic Centimeter MM Millimeter

Container Freight Station Minimum Quantity Commitment CFS MQC

Cubic Foot or Cubic Feet CFT N/A Not Applicable

CLD Chilled NRA Negotiated Rate Arrangements **NVOCC Service Arrangements** CM Centimeter NSA

CU Cubic NHZ Non-Hazardous

CWT Cubic Weight NOS Not otherwise specified

Container Yard CYOT Open Top D Door Р Pier

Pkg DDC Destination Delivery Charge Package or Packages People's Republic of China Ε Expiration PRC ET **Essential Terms** PRVI Puerto Rico and U.S. Virgin Islands

Etc Et Cetera Reduction R

FAK Freight All Kinds RE Reefer / Refrigerated Free Alongside Ship FAS R/T Revenue Ton FΒ

Flat Bed RY Rail Yard **FCL** Full Container Load SL&C Shipper's Load and Count FEU Forty Foot Equivalent Unit Sq. Ft Square Foot or Square Feet

FΙ Free In Short Ton (2000 lbs.) S/T

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

FIOS Free In, Out and Stowed TEU Twenty Foot Equivalent Unit FO Free Out THC Terminal Handling Charge **FOB** Free On Board TRC Terminal Receiving Charge **FMC** Federal Maritime Commission United States of America USA

FR Flat Rack United States Dollars USD Feet or Foot Ft VEN Ventilated GOH Garment on Hanger VIZ Namely

Η House VOL Volume HAZ Hazardous Weight W

New or Initial Tariff Matter W/M Weight/Measure I K/D Knocked Down

KDF Knocked Down Flat

D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY 012187 NRA RULES TARIFF NO. 101

AMENDMENT NO. O

Rule 30: Access to Tariff Information

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This tariff is published on the Internet web site of D.T. Gruelle Company Group, LLC at http://www.dtgruelle.com. Please refer to the tariff profile or title page for additional contact information. RETURN TO TABLE OF CONTENT

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AMENDMENT NO. O

Rule 31-200: Reserved for Future Use

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012187 D.T. GRUELLE COMPANY GROUP, LLC - D/B/A D.T. GRUELLE COMPANY
NRA RULES TARIFF NO. 101

AMENDMENT NO. O Rule 201:

NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 15OCT2018 Thru: NONE Expires: NONE Publish: 15OCT2018

Pursuant to 46 CFR §531.9 (a), Carrier hereby give public notice in tariff format the following essential terms of each NSA it has entered into with shippers as on file at the Federal Maritime Commission:

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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