

RULE 1: GEOGRAPHIC SCOPE

This tariff covers the transportation of the commodities listed herein between all ports and points in the United States and all ports and points worldwide. Carrier offers service only on those routings for which rates are published herein.

RULE 2: APPLICATION OF RATES AND CHARGES

2.1 Rates apply on either a per container or weight/measurement basis. Except as provided in an individual NRA (negotiated rate arrangement) or TRI (tariff rate item), whenever ocean freight and assessorial charges are assessed on a weight/measurement basis, same shall be assessed on the gross weight or the overall measurement of the cargo, whichever computation produces the greater revenue to the Carrier. As used in the context of weight/measurement rates, references to “W” and “M” mean 1,000 kilos and 1 cubic meter, respectively.

2.2 Rates are either “port,” “ramp,” “cy” or “door.”

(A) With respect to rates at origin:

(i) Rates that are “port” at origin apply from the ocean terminal at the port of loading.

(ii) Rates that are “ramp” at origin apply from the inland rail carrier’s ramp at the place of receipt of the cargo by Carrier.

(iii) Rates that are “cy” at origin apply from either the “port” or “ramp.”

(iv) Rates that are “door” at origin apply from the location at which the container is stuffed and at which Carrier takes possession of the cargo.

All transportation of cargo prior to the point at which Carrier’s rates begin to apply as set forth above shall be at the risk and expense of Merchant.

(B) With respect to rates at destination:

(i) Rates that are “port” at destination apply to the ocean terminal at the port of discharge.

(ii) Rates that are “ramp” at destination apply to the inland rail carrier’s ramp at the place of delivery.

(iii) Rates that are “cy” at destination apply from either the “port” or “ramp.”

(iv) Rates that are “door” at destination apply to Merchant’s facility at the place of delivery.

All transportation of cargo subsequent to the point at which Carrier's rates cease to apply as set forth above shall be at the risk and expense of Merchant.

RULE 3: RATE APPLICABILITY RULE

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

RULE 4: MINIMUM BILL OF LADING CHARGES

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

RULE 5: PAYMENT OF FREIGHT CHARGES

5.1 Except as otherwise provided in the relevant NRA/TRI, all freight and charges to destination shall be considered earned and shall be payable by Merchant, without refund or offset in whole or in part, upon receipt of the goods by Carrier or its agent. The Carrier or its agent must approve of any different payment considerations.

5.2 Payment shall be made to Carrier or its agent at origin either in U.S. currency or its equivalent in local currency at the free market exchange rate at the close of business of the day before payment according to <https://www1.oanda.com/currency/converter/>

5.3 Credit terms must be approved by the finance department. Credit must be in place before acceptance of cargo at origin. Please contact Crane Worldwide Logistics LLC for more information on the process.

RULE 6: BILL OF LADING

6.1 The following is a sample copy of Carrier's bill of lading:



Crane Worldwide Logistics LLC

BILL OF LADING

Shipper [REDACTED]		Booking No. [REDACTED]	B/L No. [REDACTED]
Consignee [REDACTED]		Export References (Consol / Job no / Ref Nos) [REDACTED]	
Notify Party [REDACTED]		Real Consignee	
Export Carrier (Vessel) E.R. CANADA 1832S		Forwarding Agent (Name and Address - Reference) Crane Worldwide Logistics, LLC 1500 Rankin Rd USA - Houston, Texas 77073	
Port of Discharge RIO DE JANEIRO		Attn: Main office Tel: 281-443-2777 Fax: 281-443-3777	
For Transshipment To RIO DE JANEIRO		Goods Engaged For Delivery At Crane Worldwide Logistica Do Brasil LTDA - RIO AV. RIO BRANCO 25, 12 ANDAR, BLOCOS C/D 20090-003, RIO DE JANEIRO, RJ, BRAZIL CNPJ: 04.393.356/0001-93	
Port of Loading HOUSTON		Attn: main office Tel: 55-21-2516-0256 Fax: 55-21-2516-2535	
Goods Accepted For Carriage At HOUSTON TX, USA		Number of Original B/L(s) THREE (3)	
Number of Copy B/L(s) TWO (2)		Gross Weight	
Measurement		Description of Packages and Goods	
Marks & Nos	No. of Pkgs.	SAID TO CONTAIN:	
	1	Crate(s) 1 X 40	

****DETAILS AS PER ATTACHED LIST****

TOTAL ONE (1) CONTAINER(S)

Date: 14/AUG/2018

FREIGHT COLLECT

Freight & Charges	Prepaid	Collect	
Purchase order cordin	USD		<p>Received by the Carrier the goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such a place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this bill of lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customs notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, conditions, contents and value of the Goods are unknown to the Carrier.</p> <p>These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.</p> <p>In WITNESS whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the others (s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the goods of delivery order, signed on behalf of the Carrier.</p>
Outlay - Packing	USD		
Export Customs	USD		
Ocean Freight	USD		
Container Trucking	USD		
Loading Charges	USD		
chassis fee	USD		
Lashing, Securing, Du	USD		
ISPS	USD		
Solas Fee	USD		
Issue Certificate	USD		
Warehouse in/out	USD		
Registering date in A	USD		
Line Item Checking	USD		
Issue commerical invo	USD		
Grand Total	USD		

FMC# 021821NF

CRANE WORLDWIDE LOGISTICS LLC
P.O. BOX 60469 AMF, HOUSTON, TEXAS 77205
AS AGENT FOR THE CARRIER

Mo. Day Year B/L No.
08 14 2018 [REDACTED]

COPY Non-Negotiable

COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

(1) CLAUSE PARAGRAPH:

All carriage under this Bill of Lading to or from the United States shall be subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"), Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsory applicable to this Bill of Lading of there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to Carriage of Goods by Sea Act or Rules of Regulation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

(2) DEFINITIONS:

- 2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier for the performance of this contract.
- 2.2 "Carrier" means Crane Worldwide Logistics LLC on whose behalf this Bill of Lading has been signed.
- 2.3 "Merchant" means the Shipper, the Recipient, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.
- 2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.
- 2.5 "Container" includes any container, trailer, transportation tank, air van, flat, pallet, or any similar article of transport used to consolidate goods.
- 2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods. 2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers is supplied or furnished by or on behalf of the Merchant, include the containers as well.

(3) SUBCONTRACTING:

3.1 Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods.

(4) ROUTE OF TRANSPORT:

4.1 Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

(5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

(6) BASIS OF LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential damages arising from such loss or damage.

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(23) BASIS OF LIABILITY:

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(25) BASIS OF LIABILITY:

25.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential damages arising from such loss or damage.

6.2 Clause Paramount: All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

6.3 Definitions:

2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means Crane Worldwide Logistics LLC on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods. 2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

6.4 Subcontracting:

3.1 Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods.

3.2 Every servant or agent or subcontractor (including sub-subcontractors) of Carrier shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such

servants or agents or subcontractors, who shall be deemed to be parties to the contract evidenced in this Bill of Lading.

6.5 Route of Transport:

4.1 Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

4.2 The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

6.6 Hindrances Affecting Performance:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind including strike and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 5.2, including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.

5.4 The situations referred to in sub-part 5.2 above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions. strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather shallow water, ice, landslip, or other obstacles in navigation or carriage.

5.5 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

6.7 Basic Liability:

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any Consequential damages arising from such loss or damage.

6.2 If it is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 If it is established that the loss or damage to the goods occurred during carriage by land in the United States, liability shall be governed by the provisions of Section 7.4 of this Bill of Lading.

6.4 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: (a) cannot be departed from by private contract to the detriment of Merchant; and (b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable. (c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount set forth in Section 7.4 of this Bill of Lading.

6.5 If it cannot be determined when the loss of or damage to the goods occurred, it shall be presumed that such loss or damage occurred during sea carriage and liability shall be governed as provided in Section 6.2 above.

6.6 Carrier does not undertake that the goods shall be delivered at any particular time and shall not be liable for any direct or indirect losses caused by any delay.

6.7 Carrier shall not be liable for any loss or damage arising from: (a) an act or omission of merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge, (b) compliance with the instructions of any person authorized to give them, (c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant, (d) inherent vice of the goods, (e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed, (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or

unit loads, (g) fire, unless caused by actual fault or privity of Carrier, (h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.8 When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

6.9 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against Carrier for loss or damage to goods whether the action be founded in contract, tort or otherwise.

6.8 Compensation for Loss and Damage:

7.1 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in clause 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.3 If the value of the goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 On shipments involving carriage by land in the United States, loss of or damage to goods shall be limited to US \$0.50 per pound of goods lost or damaged, unless a higher value is declared by Shipper and a supplementary charge paid.

7.5 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant.

6.9 Description of Goods: Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the marks, number, quantity and weight, furnished by Merchant are correct and Merchant shall indemnify Carrier against all losses arising from any inaccuracy.

6.10 Carrier's Containers:

9.1 If goods are not received by Carrier already in containers, Carrier may pack them in any type container.

9.2 Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents.

9.3 Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

6.11 Container Packed by Merchant:

If Carrier receives the goods already packed into containers: 1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers; 2. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnities Carrier for any injury, loss or damage caused by breach of this warranty; 3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and 4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and 5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

6.12 Dangerous Goods:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

6.13 Deck Cargo:

12.1 Carrier has the right to carry the goods in any container under deck or on deck.

12.2 Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including General Average.

12.3 Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

6.14 Heavy Lift:

13.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations that may be applicable during the carriage concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this provision.

6.15 Delivery:

14.1 Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading.

14.2 Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery.

14.3 If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be disposed of or stored at Merchant's expense.

6.16 Notice of Claim:

15.1 Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

6.17 Freight and Charges:

16.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier

or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier:

(a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus

(b) expenses incurred in determining the correct details, plus

(c) as liquidated and ascertained damages, an additional sum equal to the correct freight.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate.

16.2 Freight shall be deemed earned on receipt of goods by Carrier, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

16.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.

16.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

16.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

6.18 Lien: Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant

and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

6.19 Time Bar: Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

6.20 Jurisdiction: Any claim or dispute arising under this Bill of Lading shall exclusively be governed by U.S. law and determined by the United States District Court for the Southern District of Texas Houston Division.

6.21 General Average:

20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

20.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

6.22 Both-To-Blame Collision Clause: If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

6.23 Carriers' Tariffs:

22.1 The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading.

22.2 Copies of Carriers' tariffs may be obtained from Carrier or its agents or from Carriers' web-site, the address of which is set forth on the U.S. Federal Maritime Commission's web-site at www.fmc.gov

6.24 Perishable Cargo:

23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

23.2 Merchant undertakes not to tender for transportation any goods which require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier.

23.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

23.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

6.25 Severability: The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

6.26 Variation of the Contract: No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and specifically authorized or ratified in writing by Carrier.

RULE 7: SURCHARGES AND ARBITRARIES

All charges will be listed and applicable per the description in the NRA/TRI. Any charges applicable to issuance and/or correction of bill of lading incurred by the ocean carrier or any other parties will be passed through to the Merchant.

7.1 IMO 2020 Low Sulphur Fuel Charge

Effective Date: 2019-10-10

Publish Date: 2019-09-09

Rule Name: Low Sulfur Fuel Charge

In coordination with the International Maritime Organization Annex VI regulations, Sulphur content for ships' fuel oil must be reduced to 0.5% by 2020. Some ocean carriers are establishing a separate charge for LSF (low Sulphur fuel) and removing any LSF cost component from the calculation of the Bunker Surcharge so that costs may be more accurately reflected. For those ocean carriers that assess a separate LSF, it will be a pass-through charge.

The NRA/TRI may list additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the Carrier's rules tariff. For any pass-through charge for which a specific amount is not included in the NRA/TRI, the Carrier may only invoice the shipper for charges the Carrier incurs, with no markup.

7.2 TRAFFIC MITIGATION FEE

Effective Date – August 1, 2020 with no expiry

Description - A surcharge of \$35 per 20' and \$70 for all other equipment sizes apply for cargo that moves inland via the Ports of Los Angeles and Long beach. It is not applicable on empty containers, import cargo or export cargo that transits the Alameda Corridor in a container and is subject to a fee imposed by the Alameda Corridor Transportation Authority, transshipment cargo, and empty chassis and bobtail trucks.

RULE 8: AD VALOREM RATES

Carrier's liability for cargo transported by it shall be governed by the terms of Carrier's bill of lading. If Merchant wishes Carrier to bear a greater level of responsibility than that provided for in the bill of lading, Merchant must so indicate on Carrier's bill of lading and provide Carrier with the value of the goods to be shipped under said bill of lading. In the event of such election by Merchant, Carrier shall be liable for the stated value of the goods upon receipt of payment by Merchant of the ocean freight rate and charges otherwise applicable to the movement of such goods, plus additional freight equal to 12% of the declared value of the goods.

Insurance fee for declared value of goods will be \$0.50 per \$100 declared value.

RULE 9: CO-LOADING

Carrier does not engage in co-loading with other NVOCCs.

RULE 10: DANGEROUS AND HAZARDOUS CARGO

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

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

10.3 Carrier will assess a \$350 per container or \$30 w/m hazardous charge for all bookings that must submit MSDS documentation.

RULE 11: RETURNED CARGO

11.1 Cargo returned to the origin port/point named in Carrier's bill of lading within six (6) months after arrival at destination shall be rated at the freight rate and charges that would be applicable to the return move if it were the original move.

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

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

RULE 12: OVERCHARGE CLAIMS

12.1 All claims for adjustment of freight and/or charges must be presented to Carrier in writing within one hundred eighty (180) days of the date of the bill of lading issued by Carrier.

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

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

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

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

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

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

RULE 13: FREE TIME, DETENTION AND DEMURRAGE

13.1 Carrier is a non-vessel operating common carrier and the equipment it uses to provide transportation services to Merchant is provided by the vessel-operating common carrier (“VOCC”) that operates the vessel transporting the cargo.

13.2 The VOCC imposes detention charges if empty containers released for loading and/or loaded containers released for unloading are not returned within a specified period of time (“free time”). Merchant shall be liable to Carrier for any detention charges imposed on Carrier by VOCC as a result of Merchant’s failure to return containers within applicable free time.

13.3 The VOCC imposes demurrage charges if loaded containers are not removed from the marine terminal within a specified period of time (“free time”). Where service is “port” at destination and removal of containers from the VOCC’s marine terminal is responsibility of Merchant, Merchant shall be liable to Carrier for any demurrage charges imposed on Carrier by VOCC as a result of Merchant’s failure to remove containers within applicable free time.

RULE 14: FINANCIAL RESPONSIBILITY OF CARRIER; AGENT FOR SERVICE OF PROCESS

14.1 Carrier has posted financial responsibility with the U.S. Federal Maritime Commission in the form of bond/surety/etc. No. 90485.

14.2 The name and address of the person at legal agent of Carrier for service of process is: Crane Worldwide Logistics LLC, 1500 Rankin Road, Houston, TX 77073 USA. In the event the legal agent cannot be served due to death, disability or unavailability, the Secretary of the U.S. Federal Maritime Commission shall be deemed Carrier’s legal agent for service of process.

RULE 15: DEFINITIONS AND SYMBOLS

“Carrier” means Crane Worldwide Logistics LLC.

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

“NRA” means negotiated rate arrangement consisting of a freight rate for the transportation of a stated cargo quantity from origin to destination under a single specified set of transportation conditions. It is under regulatory requirement 46 C.F.R. 520 and 532.

“TRI” means a tariff rate item consisting of a freight rate for the transportation of a stated cargo quantity from origin to destination under a single specified set of transportation conditions.