MIAMI FREIGHT & LOGISTICS SERVICES, INC. ORIGINAL TITLE PAGE D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

FMC No. 023172

NON-VESSEL OPERATING COMMON CARRIER EFFECTIVE DATE: 20JUNE2020 Published Date: 20JUNE2020

EXPIRATION DATE:

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

MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. is a licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC license number 023172NF and FMC Organization number 023172.

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Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). 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 quoted 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 quoted NRA amendment by booking the cargo.

PUBLISHED BY:
MIAMI FREIGHT & LOGISTICS SERVICES, INC.
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TARIFF DETAILS

Tariff Number: 001

TARIFF TITLE: NRA GOVERNING RULES TARIFF

EFFECTIVE: 20JUNE2020

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PUBLISH: 20JUNE2020

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

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER: 023172

NAME: MIAMI FREIGHT & LOGISTICS SERVICES, INC.

TRADE NAME: MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

TYPE: NON-VESSEL OPERATING COMMON CARRIER

HDQ. COUNTRY: USA

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MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL 023172 FREIGHT LINES, INC.

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MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. 023172 NRA RULES TARIFF NO. 101 - Between (US and World)

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Scope

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. 023172

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Worldwide Ports and Points

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

ARUBA

ASHMORE AND CARTIER ISLANDS AUSTRALIA

AUSTRIA BAHAMAS THE BAHRAIN BAKER ISLAND BANGLADESH BARBADOS BASSAS DA INDIA BELGIUM **BELIZE** BENIN BERMUDA BHUTAN BOLIVIA BOTSWANA BOUVET ISLAND

BRAZIL BRITISH VIRGIN ISLANDS

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

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FRENCH SOUTHERN AND ANTARCTIC GABON GAMBIA THE GAZA STRIP GERMANY GHANA GIBRALTAR

GLORIOSO ISLANDS GREECE GREENLAND GRENADA GUADELOUPE GUAM GUATEMALA GUERNSEY GUINEA GUINEA BISSAU GUYANA

HAITI HEARD ISLAND AND MCDONALD 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 MALDIVES MALI MALTA

MAN ISLE OF MARSHALL ISLANDS MARTINIQUE MAURITANIA MAURITIUS MAYOTTE MEXICO MIDWAY ISLANDS

MONACO MONGOLIA MONTSERRAT MOROCCO MOZAMBIQUE NAMIBIA

NAURU NAVASSA ISLAND

NEPAL NETHERLANDS NETHERLANDS ANTILLES NEW CALEDONIA NEW ZEALAND NICARAGUA NIGER

NIGERIA NIUE NORFOLK ISLAND

NORTHERN MARIANA ISLANDS NORWAY OMAN PAKISTAN

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

QATAR REUNION ROMANIA RWANDA SAN MARINO

SAO TOME AND PRINCIPE

SAUDI ARABIA

SENEGAL SEYCHELLES SIERRA LEONE SINGAPORE SOLOMON ISLANDS SOMALIA SOUTH AFRICA SOUTH GEORGIA AND

THE SOUTH SA

SPAIN SPRATLY ISLANDS SRI LANKA ST HELENA ST KITTS AND NEVIS

ST LUCIA ST PIERRE AND MIQUELON ST VINCENT AND THE GRENADINES

SUDAN

SURINAME SVALBARD SWAZILAND SWEDEN SWITZERLAND SYRIA TAIWAN

TANZANIA UNITED REPUBLIC OF THAILAND TOGO TOKELAU

TONGA TRINIDAD AND TOBAGO TROMELIN ISLAND

TRUST TERRITORY OF THE PACIFIC TUNISIA

TURKEY TURKS AND CAICOS ISLANDS

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

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

YUGOSLAVIA ZAIRE ZAMBIA ZIMBABWE

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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Intermodal Service

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

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

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

AMENDMENT NO. O

Rule 2: **Notice to Tariff Users**

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §\$520, 531 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). 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 written acceptance of the NRA; (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 quoted 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 quoted NRA amendment by booking the cargo.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172

D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Application of NRAs and Charges

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.
- 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 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 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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Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172

D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 2-010: **Packing Requirements**

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

- 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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AMENDMENT NO. O Rule 2-020:

Diversion By Carrier

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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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Rule 2-030: Reserved for Future Use

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AMENDMENT NO. O

Rule 2-040:

Container Capacity

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

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Rule 2-050: Shipper Furnished Containers

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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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Rule 2-060: Measurement And Weight

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.
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D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 2-070:

Overweight Containers

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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).

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AMENDMENT NO. O

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

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

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.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

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

AMENDMENT NO. O

Diversion of Cargo (By Shipper or Consignee)

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

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.

MIAMI FREIGHT & LOGISTICS SERVICES, INC.
023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 2-100: Security Fees

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 2-110: Restricted Articles

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. 023172

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

AMENDMENT NO. O

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

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

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AMENDMENT NO. O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

AMENDMENT NO. O

Rule 2-150:

DOCUMENTATION FEE

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 2-160: AMS PROCESSING FEE

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. 023172

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

AMENDMENT NO. O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.
- 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 seventytwo (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 coloaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
- 3. All NVOCCs shall be subject to Paragraphs D and E of this rule.
- D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.
- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action. E. INDEMNIFICATION OF CARRIER

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

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

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172

D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O Rule 2-180:

U.S. CUSTOMS RELATED CHARGES

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 2-190: LIEN NOTICE

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

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

AMENDMENT NO. O

Cargo Roll-Over Fee Rule 2-200:

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. 023172

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

AMENDMENT NO. O

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

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 4: **Heavy Lift**

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Any Heavy Lift charges assessed shall be identified in each individual NRA, and shall apply to 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 5: Extra Length

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Any Extra Length charges assessed shall be identified in each individual NRA, and shall apply to the account of the cargo.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172

D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

AMENDMENT NO. O

Rule 6: **Minimum Bill of Lading Charges**

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

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

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. 023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 8: **Bill of Lading Terms and Conditions**

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 2EDEC2019

Carrier's bill of lading and terms and conditions attached herein



FMC. NO.023172

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DEFINITIONS:

"Vessel" means the intended Ocean Vessel named on the front hereof and any vessel, craft. Lighter or other means of conveyance which is or shall be subsitiuted in whole or in part by the Carrier and also includes any other Vessels means which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage ocewed by this Bill of Lading or any part the rest.

"Carrier" means Milami Freight & Logistics Services, Inc. DR/A Milami Global Lines, acting as a non-vessel operating common carrier, as defined under this Splaigh, act of 1984, 46 Apr. U.S. 5. \$702(17)(8).

"Merchant includes any Person who at any time, in relation to the Goods, has been or becomes the shipper consignor, consigner, consigner, exporter, imports the holder of the Bill of Lading and/or the reviewer of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a Factor.

"Container includes container, flat, palet and any other receptance for Goods (excluding a ship, and all or road

"Container" includes container, fist, pallet and any other receptacle for Goods (excluding a Factor, "Container" includes container, fist, pallet and any other receptacle for Goods (excluding a ship, a rail or road vehicle or an alteraft but including, at vallet towed or intended to be towed by a road vehicle) supplied or intended to be supplied by or on behalf of the carrier or the carriags of cargo. "Charges" includes freight, demurzage, and all expenses and monetary obligations incurred and payable by the Merchant.

the Merchant.

Peckager is the largest individual unit of partially or completely covered or contained cargo made up by or for
the Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed
and sealed by the Merchant or on its behalt, although the Merchant may have furnished a description of the
contents of such sealed container(s) on this bill of failing.

"Place of Readity". "Herended Port of Loading", "Intended Port of Discharger and "In tended Place of Delivery",
mannar respectively the place of receipt, or of loading (ocean vessel), port of discharge (ocean vessel) and
place of delivery nominated on the front hereof.

The term "Goods" means the whole or any part of the cargo described on the fact of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the

2 CLAUSE PARAMOUNT

- CLAUSE PARAMOUNT:

 A. To and From non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports by the Carrier and any Participating Carrier, the Contract evidence in this Bill of Lading shall have effects adject to the Hagap-With piles, if and an exacted in the country of shipment and any legislation making those Pulses computatorly applicable to this Bill of Lading shall be deemed knopportate horein and made part of this Bill of Lading construct. When a such enactment is force in the country of shipment, the Highu-Velby Rules will apply. The Hagap-Velby Pulses shall also govern before the Goods are leaded and and fart they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hagap-Velby Rules shall also apply to the Carrier of Condos by Indian Walterways and reference to carriage by sea in such Pulses or legislation shall be deemed to include reference to Initial waterways.
- such reviews or legislation shall be deemed to include reference to instant waterways.

 8. To or From United States Ports. If the Carriage called for in this fill of Ladini is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COSSA, the Pomerena Act [40 U.S. 0. 890101 et see, [40 to the export and import cargo mying fafform the United States, and Article 7-301 of the Uniform Commercial Code. The provisions cled in the Hague Rules and COSSA what lade power before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the schall esissively of the Later or Participating Carrier.
- and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.

 C. Other Applicable Laws. The Carrier shall be entitled to pain orbing in the Bill or Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights confirmed or authorized by any applicable law, statute or regulation of any country (including), but not limited to, where applicable any provisions or sections, 2870 to 4827, inclusive, of the Harter Act of the United States of America and amandments therefor and where applicable any provisions of the laws of the United States of America and without produce to the generally of the foreigning also any law, statute of regulation available to the Owner of the vessel on which the Goods are carried.

- LIMITATION OF LABILITY:
 Insofar as loss of or damage to or in connection with the Goods is caused during the part of the custody or carriage, such compensation shall be calculated as follows:

 A. Where the Hague-Valsy Pulses apply hereunder by national law by virtue of clause 2, the Carrier's liability shall no event exceed the amounts provided in the applicable national law.

 B. Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSS Applies by virtue of clauses 2. Carrier shall not in any event be or become liable in an amount exceeding USSS00 per Prakage or customary freight unit.

 C. Where the British International Preight Association (BIFA) rules apply by virtue of clauses 2. Carrier's compensation shall not exceed the initiation of flability of 250R per ids of the goes weight of any Sociol fost or damaged by reference to the invoice value of this Goods plus Prelight and insurance if paul, if there is no invitorie value of the Goods plus Prelight and insurance if paul, if there is no invitorie value of the Goods and the place and time they are delivered or should have been delivered for the Methods. Thus was of the Goods and the place and time they are delivered or should have been delivered for the Methods. Thus was of the Goods as the place and time they are delivered or should have been delivered for the Methods. Thus was of the Goods the Parks and the Carriage of the Carriage of the Carriage of the same kind and or quality.

 IF NO LIMITATION AMAUNIT IS APPLICABLE MIDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE USSOO PER PICKAGE OR CUSTOMARY UNIT.

- If No. Committion America Control is a PPLICABLE QUIDEN NOT O'THE ABOVE DULES ON EXSISTATION, THE LIMITATION SHALL BE CUSSOO PERFORCED ON COUNTY ON THE ABOVE DULES ON EXSISTATION, THE LIMITATION SHALL BE CUSSOO PERFORCED ON THE CONTROL OF THE PROPERTY OF BOOK AS A POINT OF POTRY SHIPMENT. Except as otherwise provided herein, the Carrier at the Port of Loading and state atteminate when such Goods are delivered by or on before the Carrier at the Port of Loading and state terminate when such Goods are delivered by or on before the Carrier at the Port of Loading and State Loading and the Carrier at the Port of Loading and State Loading and the Carrier at agent to enter into contracts when the Carrier at agent to enter into contracts when the Carrier at a super to enter into contracts when the visual without responsibility for any act or omission whatever on the part of the Carrier of these and the Carrier at white a carrier at the contracts which other on my terms whatever including terms at the Carrier at the Story as such agent, enter that contracts who there on my terms whatever including terms as Known and the Carrier at the Carrier at the contracts which other on my terms whatever including terms as Revorable than the Carrier at the carrier at the accordance with other on my terms whatever including terms are severable than the Carrier and the Carrier at the contracts which other on my terms whatever including terms are severable than the Carrier at t
- less favorable than the terms in this Bill of Lading.

 8. COMBINED TRANSPORT: (1) The carrier acts as agent for Merchant with regard to procuring inlined and cocean transportation. (If or any reason, It is adjudged that the Carrier was not acting as the Merchand's agent. (It has in addition to the defenses and limitation of failability permitted to the Carrier by law and by this bill of failing, me Carrier shall also have the benefit of all defenses available to the participating carrier's by law and by the terms of its or their contracts of Carriage and surfix, sill of which shall be deemed incorporated in this Bill of failing, as applicable on the Worsepect to inlined transporation of the Goods. Carrier will be althorided all of the defenses according to the provisions of any international Convention or autional law which is compulsorily applicable in the courty, where the inland reapporation to the jocce. (If no such law or convention is applicable, then according to the Participating Carrier's contracts of carriage and or traiffy, if any.

 (2) Except as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods are taken into his charge until the time of delivery to the extent set out below.

- extent set out below.

 (i) Where the stage of Carrisge where the loss or damage occurred cannot be proved:

 (ii) Charles the stage of Carrisge where the loss or damage occurred cannot be proved:

 (iii) The Carrier shall be entitled to rely upon all exclusions of flability under the rules or legislation that would have applied under 2/h(y(ii) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Halpus Relias (or OCSSA).

 (iii) Where under (1) above, the Carrier is not labels in respect of some of the factors causing the loss or domage, it shall only be label to the death that those factors for which it is failable have contributed to the loss or damage.

 (iii) Where the Happe Relias (or any legislation applying such rules or Happe-Visby Rules such as COSSA) is not compationly applicable the Carrier's labelity shall not exceed US \$2.00 per kilo of the gross weight of the Goods stall de determined according to the commodity exchange price at the place and time of delivery to the Merchautr or at the place and time when they should have been so delivered, or if there is no such price, according to the current market inche the reference to the normal value of the Goods and the loss or damage.
- Where the stage of Carriage where the loss or damage occurred can be proved:

 (a) The liability of the Carrier shall be determined by the provisions contained in any convention of national law of the country which provisions.

- convention of national taw of the country which provisions,
 A. cannot be departed from by private contract to the detriment of the Merchant
 B. would have applied if the Merchant had made a separate and direct contract with the Carrier in
 respect of the particular staps of Carriage where the loss or damage occurred and had received
 as evidence thereof any particular document must be issued in order to make such
 international convention or national taw applicable, and,
 (c) where neither (i) or (ii) above shall apply any liability or the Carrier shall be determined by
 4(b)(A) above.

- (4(b)(A) above.

 C. DELNY, CONSEQUENTIAL LOSS: Except as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the firstly applicable to the relievant stage of the transport.

 D. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: The Carrier's liability may be increased to higher value by all contained in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and, if regulated by the Carrier cart fraight pain is such case. If the actual value of the Goods shall exceed such declared value, the value shall never theirs to be deemed to be the declared value and the Carrier's liability. It any shall not exceed the declared value and any partial loss or damage shall be adjusted privation the basis of such declared value.
- Rust, ETC: It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation
- or the like all and exist on receipt.

 F. NOTICE 6F DLSS 6R DMMAGE: The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to its representative at the place of such loss or damage shall have been given in writing to the Carrier or to los representative at the place of such loss of the custody of the person entitled to delivery thereof under the Bill of Lading or if the loss or damage is not apparent within the consecutive days.

- REFRIGERATED CARBO: 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 and to necessive special produce of container and to necessive special should or container arising from latent defects, derangement, breakdown, or stoppage of the ordinary produced of the container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heading enhancing in successive size plant or other seven paparatus of the vessel or Container, provided that Carrier shall before or at the beginning of the Carriage exercise due disigners to maintain the special hold or Container in an efficient state. Merchant undertakes not to include for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before necessity of the General Container and the setting of the three clouds have been properly stuffled in the Container, and that its thermostatic controls have been properly set by the Merchant helders are not designed to fraze down cargo which has not been presented for packing 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. If he above requirements are not compiled with, Carrier shall not be liable for any loss of or demap to the goods whitscever.

 C. GAROO STOWED III CONTAINERS SY MERCHANTS.
- temperature than that required for the transportation. If the above requirements are not compiled with, Carrier shall not be inside for any loss of or image to the goods whatchever.

 6. CARDO STOWED IN CONTAINERS BY MEDICANTIS: The Carrier shall not be responsible for the sale and proper develop of cargo in containers if such containers are loaded with cargo by Merchan, consolidator or proper develop of cargo in containers. If such containers are loaded with cargo by merchan, consolidator or proper develop of cargo in containers. If such containers are loaded with cargo by Merchan, consolidator or proper develop of cargo in containers are loaded or carrier, and in segmentation of the containers are shall be properly seeded and the seal identification reference, as well as the containers shall be properly seeded and the seal identification reference, as well as the containers shall be properly seeded and the seal identification reference, as well as the containers shall be properly seeded and the seal identification reference, as well as the container shall be properly seeded and the seal identification reference, as well as the container shall be properly seeded and the seal identification reference, as well as the container shall be properly seeded and the seal identification reference, as well as the containers shall be properly seeded and sealed of the containers are sealed and proper the substitute shall reference, shall be been the sealed of the containers and indemnifies Carrier for any injury, loss or durange caused by breach of this warranty. The Carrier will not be labele in any event of the particulars trainershap and indemnifies Carrier for any injury, loss or durange caused by breach of this warranty. The Carrier will not be labele in any event of the particulars trainershap by the carrier has been during the containers in the act of this ill of Lading. The Carrier has toutien any sealed the containers and containers are shall be all of Lading by prima facile evidence of the marks, quantity, weight,

7. OPTIONS OF THE CARRIER

- ordinine.

 **PITONS OF THE CARRIER:

 **Subcentracting: The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the Bonds and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall defered, indemnify and hold harmless the Carrier against any claims, which may be made upon the Garrier by any servant, agent or subcontractor of the Carrier in relation to the claim against any such person made by the Merchant. The provisions of COGSA or its against any such person made by the Merchant. The provisions of COGSA or its against and against any such person made by the Merchant. The provisions of COGSA or its against all or origin against and against any such person made and against contractors, and subcontractors, including but not limited to, draymen, truckers, and stevedorss, prior to the leading of and after the unleading of the expos. Without prefudice to the foregoing, every such servant, agent and subcontractor shall be entitled to the same rights, exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions greated or provided by this Bill of Lading, tartify or statute, including but not limited to the provisions of COGSA or its against and use contractors of the beart of the parties at such provisions, does so not only on the Now health at load as as agent and truther of the Carrier is such provisions, does so not only on the Combination and the provisions, does so not only on the committee of the parties of the parties of the carrier and the agents, officers and crew of the westers and not home behalf of larger including, without limitation, stevedores, terminal operation, and agents and be employees of each of them. By extending into this contract, the Carrier of the extent of these provisions, does so not only on the some health, but also as agent or trustee for such Persons and vessels shall to this extent be deemed parties to the contract.
- Persons and vassels, and such Persons and vassels shall to this cetter be deemed parties to this contract.

 8. Rould and Tran-abljement: The Carrier may at anytime and without notice to the Michard, use any means of transport or storage in any reasonable manuer and by any reasonable manuer, methods and routes, including but not limited to, inland carriage by truck, real and/or art joud or carry the Goods on any vessel, whether maned on the front hereof or not transport without ender of not transport withouter of machine the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or the year of the manes of transport withouterev; at any place wingest and remove does which have been stuffed in or on a Container and forward the same in any manner withouterwip proceed at any speed and by any route in Carder's discretion (whether or not the nearest, direct, customers), advertised, or published route) and proceed or stay at any place whatsoeve croce or more often and in any orders load or unload the Goods from any convergence at any place withere or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge), comply with any orders or recommendations (see his port parts or place) and proceed on the place of the processing of the pro
- degree. Conditions affecting Performance: (1) Carrier shall use reasonable enclavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contract as evidenced by his Bill of Lading in the opinion of Carrier to or will be affected by any infrastructs, skip, days, plany, affecting or desideratings of any hind 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 too complete the performance of the contract, Carrier, whether or not the transport is common may without notice to Marchant electric.
- may without notice to Merchant electric.

 I. that the performance of this contract as terminated, abandon the Carriage of the Goods and place the poods, or any part of them, at Merchant's disposal at any place which the Carriare half deem sate and convenient, whereupon the responsibility of the Carriar in passed of such Goods shall clease; or it. continue the Carriage and celiver the goods at the place of delivery, in any event, Carrier shall be entitled to full relight for any poods received for transportation and additional compensation for extra costs resulting from the Currianslances referred ablows.
- resulting from the circumstances referred to above.

 (2) It after storage, discharge, crary scients taken 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 opposes of Merchant Whitous any lability whatoverer in respect of such apency. Merchant shall reimburse Carrier for thivith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 70(1), including delay or expense to the Ship, and Carrier shall have a lieu upon the goods to that extent.
- usen according to sub-part 7C(1), including delay or expense to the Ship, and Carrier shall have a lieu quot me podos that sector of 1.

 (3) The shaultons referred to in sub-part 7C(1) above shall include, that shall not be limited to, those caused by the edistince or appropriate of or water of understand or understand to understand the commoders, or other disturbances, closure of, obtacles in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or thoriting quaranties, sankary, or other entitiative regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its blockorradors, congestion of port, what, rea esterminal, or similar place, shortage, absence or obstacles of bloor or facilities for loading, discharge, delivery, or other handling of the pooks of periodinate or desired or loading, discharge, delivery, or other annially of the pooks periodination or carrage.

 (4) Carrier, in addition to all other bitters provided for in this Article, shall have liberty to comply with orders, directions, regulations or suppositions as to navigation or the carriage or handling of the pooks or the sub-provisioner yellow, any aux faults or proported operature or public authority, or by any committee or person having under the terms of any issuance on the Sing, the right to give such order, direction, regulation, or suggestion, anything is done or an ord over the same shall be deemed to be included within the contractual carriage and shirt or these deviations.

 10. Variation of the Centract Only Carrier's offices, directors, or agents with acutal authority shall have proved to water, vary, affect or modify when the new forces, directors, or agents with such authority shall have proved to water, vary, affect or modify when the new forces, directors, or agents with such authority shall have proved to water, vary, affect or modify when the new forces directors, regulations or the Carrier of the Carrier.

- power to wave, vary, sate, or moonly any terms merein. Any catages mant ce agreed upon in wiring by Carrier airlated pin containers.

 E. Stowage in Centainers. Where the goods are not received by Carrier airlated pin containers or the Carrier in instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular byte or quality. Goods may be staffed by the Carrier air and ups to staffed with other Goods. Marchant staff be labeled to Carrier of changes to Carriers containers or equipment if such damage occurs will such equipment is in control of Marchant or his agents. Metrohant indemnifies Carrier for any damage on they to post none or popper, caused by Carriers containers or equipment during handling by or when in possession or control of Marchant or his agents. Metrohant indemnifies Carrier for any damage on they to post none or popper, caused by Carriers containers or equipment during handling by or when in possession or control of Marchant or his agents. Metrohant is and if they are so carried, GOGSA or the Hayer. Relies incorporate herein the staff to any and the carrier or any of the carrier or any of the carrier of the Carrier

committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage.

or directions shall be a fulfillment of the contract voyage. In addition to all other better better, the Chairer shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsever, surrender or dispose of the goods or permit inspection or discharge the goods at any place whatsever, surrender or dispose of the goods or permit inspection or or discharder than the control or permit inspection or exitated from the carrier by any government or deportment thereof or any person purporting to act with the authority or either of them, in any of the above circumstances, the Goods shall be solely at their fisk and expense and all expenses and charges so incurred shall be payable by the cappe owner of consighers and shall be last on the control or disposed to th

oponises and changes to incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

9. MERCHANTS RESPONSIBILITY: Merchanta and their agents shall be jointly and severally liable to carrier for any loss or damage to containers or Goods while in their possession of their agents. The Carrier shall not in any even the liable for any loss, other, damage or injury to the Goods, or to other property or to any persons assing out of the use or handing of Carrier's containers, by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container for the Goods before delivery to the Carrier that port of londing or between containers to the Carrier in the Goods are delivered in a container. The Merchant undertakes to many the container promptly to the Carrier in the same condition as when received from the Carrier the Merchant undertakes to many the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars ratination to the Goods are delivered in a container. The Merchant undertakes to many the Merchant or necessary to the Carrier than the Carrier than the container promptly to the Carrier in the Section of the Carrier than the particulars ratination to the Carrier than the Carrier than the particulars ratination to the Carrier than the Carr

of container unless the proven that such loss or damage was assed by the Carrier's negligence.

Merchant shall defined, indemnify and hold harmless the Garier against any loss or damage to the vessel or
carp or to any pensors or property caused by inflammable, explosive or dangerous goods, shipped with out,
full disclosure or their mature, whether such Merchant be principal or agent and such Goods so shipped may
be thrown overboard or destroyed at any time without compensation.

10. WARRANTY: Merchant warrants that in agreeing to the terms hereof it or its agent has the authority of the
person owning or millided to the possession of the Goods or any person who has a present or future interest in

11. FREIGHT AND CHARGES

- I. FREIGHT AND CHARGES:

 A. Pre-paid freight whether actually gaid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, 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 highlt and charges are due, this services of a firstly flowered are used on this transportation, hose services shall be deemed to be performed as agent of Merchart and payment of freight to the freight forwarder is not payment to Carrier. It fleight shall be aben do interaged or unsound goods. In surprised roll certification or action against Merchart for moiles due to Carrier, upon recovery by Carrier, Merchart shall pay the expenses of colorison and ligation, including reasonable alterage's tess.

 8. The Merchart shall be liable for expenses of furnigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in regaining damage to and replacing of packaging due to excepted causes and for all expenses caused by exits handling of the cargo for any of the aforementioned reasons.

- reasons.

 C. Any dues, duties, taxes and charges, which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tomage of the Vessel shall be paid by the Merchant.

 D. The Carrier whall be entitled to all Rivight and other Charges do hereunder, whether estually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the vessel and/or goods be load or not. or the voyage be broken up, or insustend, or chardwood at any stage of the entire transall period or whether Method rinks already made organized to the right (forwardsr.
- entire transit period or whether Merchant has already made payment to the freight forwarder.

 E. The Merchant shall be jointly and severally isable for all, and indemnify the Carrier against all dues, duties, fines, taxes and Changes, including constault resilved on the goods or all fires and/or losses sustained or incurred by the Carrier in connection with the goods inverser caused, including the procedure consults, board of health, or other certification to accompany the goods. Merchant shall be lailed for return freight and charges on the goods if they are reliased export or import by any government.

 The Carrier is entitled, and Merchant is labele, in case of incorrect destantant of contents, weight, measurements or value of the Goods, to claim double the correct amount of freight which would have been duel if such declaration had been ornered by lower, for the upproses of ascertinging the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred in determining and ascertaining the occurrent of the contents in the content

- inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred neteriming and carectarising the correct details.

 6. Merchants shall be jointly and severally lable to Carrier for demurage, deterring, geneal order, advances and any and all costs associated with the handomment of the freight or a refusal of the consignets to make delivery whether or not the front of this bill of lading has been marked "prepaid" or "collect" solong streight and charges remaininguals.

 18. Merchants shall jointly and severally indemnity Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or impossible upon Carrier by reason of any breach of Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

 19. Merchant submittes the Carrier tops and/or line use lauch Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do at litting sedemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

 12. CERERIAL AVERAGE: General Average shable adjusted and New York, or any other port at Carrier's option, according to the York-Arriver Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. Exhamed Jason Claims as approved by Bild Col isonoproated brein, and the Merchant shall provide such security as may be required by the Carrier in this repard. Novelethanding above the many department of the Color, and to exhause the Carrier in this repard which may be enquired by the Carrier in this repard which may be enquired by the Carrier in this repard which may be enquired by the Carrier in this repard which may be enquired by the Carrier in this repard which may be enquired by the Carrier in this repard of any claims, whether due to negligence or not, (and any expense rising t
- salving vested or vessels belonged to strangers. The Carrier shall be under no colligation to take any steps windscover to collect security for General Average contributions due to the Merchant in 18.

 18. LIEE: The Carrier shall have a general lieu on all property (and documents relating themsels) of Merchant, in 18 spossession, custody or corriot or or routs, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payments at made, Carrier shall be entitled to sell the poods privately or by auction, without poir notice to the Merchant, as may be necessary to satisfy such lies and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount of a carrier shall be entitled on sell carrier shall be settled or so and sell the possible for any deficiency in the sale.

 14. WARHOUSEMAN LIEE: To code gin one demurrange, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a varehouseman's non-negotiable receits. Goods with to delivered to the consigner or other Persons(is related to sceipt of the goods upon payment of all Charges out. Bill of the consigner of other Persons(is related to sceipt of the goods upon payment of all Charges out. Bill of the consigner of other Persons(is related to sceipt of the goods upon payment of all Charges out. Bill of the consigner of other Persons(is related to sceipt of the goods upon payment of all Charges out. Bill of the consigner of the Persons (is nation or stayeds arringer under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant appears that any suits against the Carrier shall be larger of the United States Start Court for the Southern United to New York, which or other than the entitled to avail their of all falls; Charler reversor the right to folling start enterners that it is only suit against the Merchant or his oring st

- Commiss, including such carries forths sensors and exists or sensors you were having jurisdiction over Mechant.

 Mec

- COMMERCE AND NEGOTIABILITY OF BILL OF LADING: THIS BILL OF LADING: THIS BILL OF LADING AND NEGOTIABILITY OF BILL OF LADING: This Bill of Lading shall be non-negotial made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and made out "0 cortex" in which event it shall be regotable and shall constitute life to the Goods and the holder in old excurse shall be entitled for review to transfer the Goods herein described. If required by the Cartier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Cartier at the port of flesharps, in seechange for delivery order. This Bill of Lading shall be primat facile evidence of the Cartier's reveil or the Goods as berein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been regotable or consideration of which the Cartier at the Ca

MIAMI FREIGHT & LOGISTICS SERVICES, INC.

023172 D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

AMENDMENT NO. O

Rule 9: Freight Forwarder Compensation

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Carrier may from time-to-time pay forwarding 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.

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AMENDMENT NO. O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

Tariff Rule Information

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

AMENDMENT NO. O

Rule 10-A: Surcharges, Assessorial and Arbitraries

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Ocean carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. These areas include the Baltic Sea, English Channel, North Sea, and 200 nautical miles off of U.S. and Canadian coasts, and all cargoes originating from Europe destined to all ports in China, including Hong Kong, and Taiwan (including inland destinations). The surcharge may be termed differently by ocean carriers but the main ingredient in common is that the surcharges are related to the increased price of bunker fuels surcharges. Carrier will be passing these charges to shippers pursuant to this Rule, and if a Negotiated Rate Arrangement has been utilized, these surcharges shall be passed on to shippers pursuant to 46 C.F.R. §532.5 (d) (2)(ii).

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Rule 11: Minimum Quantity Rates

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020 Carrier may charge minimum quantity rates as specified in each individual NRA.

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AMENDMENT NO. O

Rule 12: Ad Valorem Rates

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

- 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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Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Not Applicable.

Tariff Rule Information

MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. 023172

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

AMENDMENT NO. O

Co-Loading in Foreign Commerce

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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

AMENDMENT NO. O

Open Rates in Foreign Commerce

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Not Applicable.

Rule 15:

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

AMENDMENT NO. O

Hazardous Cargo

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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 MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179);
 - B. U.S. Department of Transportation Regulations (49 CFR §§170-179);
 - C. the International Maritime Dangerous Goods Code (IMCO published by the Inter-Governmental

Maritime Consultative Organization);

- D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
- E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
- F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
- 8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials; B. The hazardous class, IMCO Code Number and UN Number (if any);

 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type of package;
 - G. The gross weight of each type of package or the individual gross weight of each package;
 - H. The Harmonized Code, SITC or BTN number of the commodity;
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
- 9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
- 10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
- 11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
- 12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges. RETURN TO TABLE OF CONTENT

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AMENDMENT NO. O

Rule 16-A: Ocean Carriers Hazardous Cargo Penalties

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Ocean carriers are imposing substantial penalties with regard to the following acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination:

- Mis-declaring hazardous cargo for any reason;
- ii) Not declaring hazardous cargo;
- Booking and declaring a commodity is "Non-Hazardous cargo" while commodity iii) identified is 'Hazardous cargo';
- Booking and declaring commodity is Hazardous cargo with incorrect IMO Class or UN No.;
- v) Informing ocean carrier to amend cargo property, from dry cargo to hazardous cargo;
- Informing ocean carrier to modify or add IMO/UN No.; vi)
- vii) Identification from the Maritime Safety Administration of China, or any other governmental department authority to confirm the mis-declaration;
- viii) Amendment of commodity character or IMO/UN No. on booking information,
- shipping instructions and bills of lading; and
- Untimely, incorrect and incomplete commodity and cargo property declarations made to Carrier or any other acts, statements, omissions by shipper upon which Carrier relied which results in any penalty to Carrier by ocean carriers for the matters identified directly or impliedly in this Rule are shipper's liability;

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SOLAS Regulations

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

VI understand that the **SOLAS** requirements (Chapter Regulation http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf) require the packed containers' true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.

2. Carrier declare that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.

Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.

- 3. Carrier will rely on the accuracy of the shipper's VGM details and will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur and noncompliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
- 4. Shipper undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will hold MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC. harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

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Rule 18: Returned Cargo in Foreign Commerce

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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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Overcharge Claims

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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. Any 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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023172

Rule 21: Use of Carrier Equipment

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

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Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Not Applicable.

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Rule 23: Carrier Terminal Rules and Charges

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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.

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

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 520, 532 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. SU41345

3. Issued By: Aspen American Insurance Company

Agent for Service of Process

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

Miami Freight & Logistics Services, Inc.

Mr. Hamid Hussaini

140 Ethel Road West, Unit-S, Piscataway, NJ 08854

Carrier is domiciled in the U.S. See Title Page and/or Tariff Record for additional 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.

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Rule 25: Certification of Shipper Status in Foreign Commerce Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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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Rule 26:

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

Not Applicable.

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Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

CARRIER - means MIAMI FREIGHT & LOGISTICS SERVICES, INC. D/B/A MIAMI GLOBAL LINES; MIAMI GLOBAL FREIGHT LINES, INC.

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

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 MIAMI Freight & Logistics Services, Inc. d/b/a MIAMI Global Lines; MIAMI GLOBAL FREIGHT LINES, INC., a licensed Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number 023172, FMC license number 023172NF.

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.

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ABBREVIATIONS, CODES AND SYMBOLS

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

EXPLANATION OF ABBREVIATIONS

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

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

B/L Bill of Lading LS Lumpsum

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

BM Board Measurement Μ Measure Change in tariff Item Max Maximum \mathbf{C}

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

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

Container Freight Station **CFS** MQC Minimum Quantity Commitment

CFT Cubic Foot or Cubic Feet N/A Not Applicable

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

CU Cubic Non-Hazardous NHZ

CWT Cubic Weight NOS Not otherwise specified

CYContainer Yard OT Open Top D Door Ρ Pier

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

Etc Et Cetera R Reduction

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

FΒ Flat Bed Rail Yard RY

FCL Full Container Load SL&C Shipper's Load and Count **FEU** Forty Foot Equivalent Unit Square Foot or Square Feet Sq. Ft Short Ton (2000 lbs.) Free In

FΙ 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

Federal Maritime Commission **FMC** United States of America USA FR Flat Rack USD United States Dollars

Ft Feet or Foot VEN Ventilated GOH Garment on Hanger VIZ Namely Η House VOL Volume HAZ Hazardous W Weight

New or Initial Tariff Matter T W/M Weight/Measure

K/D Knocked Down Knocked Down Flat KDF

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Rule 30: Access to Tariff Information

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

This tariff is published on the website of MIAMI FREIGHT & LOGISTICS SERVICES, INC.

https://www.miamigloballines.com/. Please refer to the tariff profile or title page for additional contact information. RETURN TO TABLE OF CONTENT

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Rule 31-200: **Reserved for Future Use**

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AMENDMENT NO. O Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 20JUNE2020 Thru: NONE Expires: NONE Publish: 20JUNE2020

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 ******