FERCAM SPA TARIFF NO. 101 **ORIGINAL TITLE PAGE**

FMC No.:025795

Non-Vessel Operating Common Carrier

Effective Date: 25SEPT2021 Published Date: 25SEPT2021

Expiration Date:

Controlled Carrier Status: NONE

TITLE PAGE

TARIFF NO. 101

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAK BULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD WIDE PORTS AND POINTS

.....

FERCAM SPA is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC number 025795.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements NRAs".

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

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA. All applicable origin, destination, local, terminal and/or port charges shall apply to all NRAs for the account of the cargo.

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).

PUBLISHED BY: FERCAM SPA

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Tariff Number: 101

TARIFF TITLE: NRA GOVERNING RULES TARIFF

EFFECTIVE: 25SEPT2021

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

ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

NUMBER: FMC NO. 025795 NAME: FERCAM SPA

TRADE NAME:

TYPE: NON-VESSEL OPERATING COMMON CARRIER

HDQ. COUNTRY: ITALY

HOME OFFICE: DIREZIONE GENERALE - SEDE DISTACCATA DI PRATO

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FMC NO. 025795:

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

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

Rule 1:

Scope

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

San Pedro, CA

Portland, OR

Seattle, WA

Tacoma, WA

GREAT LAKES BASE PORTS

Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

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

B. INTERMODAL SERVICE

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

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Rule 1-A:

Worldwide Ports and Points

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Except as noted this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

DOMINICA

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

BASSAS DA INDL 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

CONGO COOK ISLANDS CORAL SEA ISLANDS

COSTA RICA CUBA

COMOROS

CYPRUS CZECHOSLOVAKIA DENMARK DJIBOUTI

DOMINICAN REPUBLIC

ECUADOR
ECYPT
EL SALVADOR
EQUATORIAL GUINEA
ETHIOPIA
EUROPA ISLAND
FALKLAND ISLANDS

(ISLAS MALVIN

FAROE ISLANDS
FEDERATED STATES
OF MICRONESIA
FIJI
FINLAND
FRANCE

FRENCH GUIANA
FRENCH POLYNESIA
FRENCH SOUTHERN
AND ANTARCTIC
GABON
GAMBIA THE
GAZA STRIP
GERMANY
GHANA
GIBRALTAR
GI OPLOSO ISLANDS

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

HAITI
HEARD ISLAND AND
MCDONALD ISLA
HONDURAS
HONG KONG
HOWLAND ISLAND
HUNGARY
ICELAND

INDONESIA IRAN IRAQ IRAQ SAUDI ARABIA

INDIA

NEUTRAL ZONE 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

MOZAMBIQUE NAMIBIA NAURU NAVASSA ISLAND NEPAL

MOROCCO

NEPAL
NETHERLANDS
NETHERLANDS
ANTILLES
NEW CALEDONIA
NEW ZEALAND
NICARAGUA
NIGER
NIGERIA
NIUE
NORFOLK ISLAND

NORTHERN MARIANA

ISLANDS NORWAY OMAN SWAZILAND
PAKISTAN SWEDEN
PALMYRA ATOLL SWITZERLAND
PANAMA SYRIA
PAPUA NEW GUINEA TAIWAN

PARACEL ISLANDS
PARAGUAY
PARAGUAY
REPUBLIC OF
PERU
THAILAND
PHILIPPINES
TOGO
PITCAIRN ISLANDS
POLAND
TONGA

PORTUGAL TRINIDAD AND
PUERTO RICO TOBAGO
TOBAGO
TROMEL DATA DE TROMEL DA TROME

QATAR TROMELIN ISLAND
REUNION TRUST TERRITORY OF

ROMANIA THE PACIFIC RWANDA TUNISIA SAN MARINO TURKEY

SAO TOME AND TURKS AND CAICOS

PRINCIPE ISLANDS SAUDI ARABIA TUVALU SENEGAL UGANDA

SEYCHELLES UNION OF SOVIET SIERRA LEONE SOCIALIST REPU SINGAPORE UNITED ARAB SOLOMON ISLANDS EMIRATES

SOMALIA UNITED KINGDOM

SOUTH AFRICA URUGUAY
SOUTH GEORGIA AND USA
THE SOUTH SA VANUATU
SPAIN VATICAN (

SPAIN VATICAN CITY
SPRATLY ISLANDS VENEZUELA
SRI LANKA VIETNAM
ST HELENA VIRGIN ISLANDS
ST KITTS AND NEVIS WAKE ISLAND

ST LUCIA WALLIS AND FUTUNA

ST PIERRE AND WEST BANK

MIQUELON WESTERN SAHARA ST VINCENT AND THE WESTERN SAMOA

GRENADINES YEMEN
SUDAN YUGOSLAVIA
SURINAME ZAIRE
SVALBARD ZAMBIA
ZIMBABWE

FMC NO. 025795: FERCAM SPA

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

Amendment No.: O Rule 1-B:

Intermodal Service

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

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Amendment No.: O

Rule 2: Notice to Tariff Users

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- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs").
- b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
- c. Carrier's Rules are provided free of charge to Shipper, Consignee and the public at www.fercam.com/en containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §\$520 and532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.
- e. 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.
- f. Except as otherwise provided in the NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

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

Rule 2A: Application of NRAs and Charges

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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 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 shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

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

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. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.
- 4. NRAs do not include Marine Insurance or Consular fees.
- 5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

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

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

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Rule 2-010: Packing Requirements

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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 Kilos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
- 4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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

Rule 2-020: D

Diversion By Carrier

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

- 1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carrier's delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
- 2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the NRA applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

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

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Rule 2-030: Mixed Commodity Rates

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Not applicable.

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Rule 2-040: Container s

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Container sizes are specified in each individual NRA.

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Rule 2-050: Shipper Furnished Containers

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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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FMC NO. 025795:

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

Amendment No.: O Rule 2-060:

Measurement And Weight

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively, unless otherwise stated. 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 inches and weight in Kilograms.
- 2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in inches (rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to four decimal places.

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. MIS-DESCRIPTION, UNDERWEIGHTS AND UNDER-MEASUREMENT

- 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 mis-declared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

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Rule 2-070: Overweight Containers

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA

Amendment No.: O

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

Rule 2-080: Shipper's Load And Count

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

- 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 provided in the NRA, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

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

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA

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

Amendment No.: O

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

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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:

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

B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
- 5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
- 6. Diversion charges or administrative charge are payable by the party requesting the diversion. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O
Rule 2-100: Security Fee

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

There will be a Security Fee of \$50.00 charged per Bill of Lading. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 2-100: Restricted Articles

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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. RETURN TO TABLE OF CONTENT

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 2-120: Freight All Kinds (FAK)

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O
Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 2-140: AES USA EXPORT SHIPMENTS

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O
Rule 2-150: DOCUMENTATION FEE

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Document fees are considered origin and destination local charges and shall be for the account of the cargo and are included in the individual NRA, if any.

FMC NO. 025795: FERCAM SPA

FMC NO. 025795: NRA RULES TARIFF NO. 101 - Between (US and World)
Amendment No.: O

Rule 2-160: AMS CHARGES

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

AMS charges are applicable on all import shipments and identified in each individual NRA. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA

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

Amendment No.: O Rule 2-170:

SUBMISSION OF CARGO DECLARATION DATA

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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

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

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

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

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

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

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

- 1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
- 2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with

which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

- 1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
- 2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or 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.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O
Rule 2-180: U.S. CUSTOMS RELATED CHARGES

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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.

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FMC NO. 025795: FERCAM SPA

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

Amendment No.: O
Rule 2-190: FDA PRIOR NOTICE

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

As described in each individual NRA.

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FMC NO. 025795: FERCAM SPA -D/B/A--

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

Amendment No.: O

Rule 2-200: Cargo Roll-Over Fee

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account. A Cargo Roll-Over Fee of \$200.00 shall be charged. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA

Amendment No.: O

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

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

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs 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 will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo. In the event that the vessel operators or terminal operators assess demurrage, per diem, and or detention even though not due to default or oversight of shipper, shipper shall nevertheless be liable to Carrier for any such charges assessed against Carrier by vessel operators and/or terminal operators.

Tariff Rule Information

FMC NO. 025795: FERCAM SPA

FMC NO. 025795: NRA RULES TARIFF NO. 101 - Between (US and World)
Amendment No.: O

Rule 3: Rate Applicability Rule

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021 Heavy Lift charges are applicable and shall be included in the individual NRA. RE-

FERCAM SPA FMC NO. 025795:

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

Amendment No.: O Rule 5:

Extra Length

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

An Over Length surcharge will apply to any single piece 12 feet and over and shall be included in the individual NRA. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FERCAM SPA FMC NO. 025795:

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

Amendment No.: O

Minimum Bill of Lading Charges Rule 6:

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Rule 7:

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Tariff Rule Information

FERCAM SPA FMC NO. 025795:

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

Amendment No.: O

Payment of Freight and Charges

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

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Tariff Rule Information

FERCAM SPA FMC NO. 025795:

NRA RULES TARIFF NO. 101 - Between (US and World) Amendment No.: O

Bill(s) of Lading Front/Face

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

onsignor		HB/L numbe
nisignoi		Hb/L Hullibe
onsigned to order of		EERCAMA
		Logistics & Traps
		FERCAM Spa Via Marie Curie 2, Bolzano(BZ) - 39100 Ital
ette e dal e e e		Tel.: +39 0471 530000 Fax.: +39 0471 530512 www.fercam.com email: info@fercam.com
tify address		www.iercam.com
		Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport an
		delivery as mentioned above. One of these documents must be surrended original in exchange for the goods. In witness where of the original documents all of this tenor and date have been sign
		In the number stated above; one of which being accomplished the other(s) to be avoid.
oyage number	Place of receipt	Agent
cean vessel	Port of loading	
ort of discharge	Place of delivery	
	Number and kind	
rks and numbers	of packages	Description of goods Gross weight Measuremer
•		
	1	

The contract evidenced by or contained in this Bill of Lading is governed by Italian Law. The Court of Bolzano shall have exclusive jurisdiction on any dispute arising out of, under or in connection with the interpretation and/or the execution of this Bill of Lading Container(s) owned by the Sea Carrier and hired by Shipper. Demurrages/ detentions/ port storage after free time will be charged according to the Sea Carrier terms&conditions published in its web site

Freight amount	Freight payable at	Place and date of issue	Shipped on board
	Number of Original	Stamp and signature	
For delivery of goods please apply to:			

1. DEFINITIONS

1. DEFINITIONS

"Carrier" means the Company staded on the front of this Bill of Lading as being the carrier and on whose behalf this Bill of lading has been signed.

"Merchant" includes the shipper, the consignee, the receiver of the Goods , the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

"Goods" includes the cargo supplied by the merchant and includes any Container no supplied by on on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, liftvan, flat, pallet or any smillar article or transport used to consolidate Goods.

"Container" includes any container, trailer, transportable tank, liftvan, flat, pallet or any similar article or transport used to consolidate Goods.

"Container" means the whole of the operations and services undertaken of performed by or on behalf of the Carrier in respect of the Goods.

"Combined Transport" airses where the Carriage called for this Bill of Lading is not port to Port of Shipment "Port to Port Shipment" ariseswhere the Place of Receipt and Delivery are not indicated on the front of this Bill of Lading or if booth the Place of Receipt and the Place of Delivery indicated are ports and the Bill of does not in the nomination of the Place of Delivery indicated are ports and the Bill of does not in the nomination of the Place of Delivery indicated are ports and the Bill of does not in the nomination of the Place of Sheep the Place of Delivery on the front hereof specify any place or spot within the area of the port sonominated.

"Hague Nulse" means the provision of the international Convention for Unification of certain Rules relating to s-Bills of Leadingsignedat Brussels on the 25th August 1924. "Hague" Nisy rules" means the Place of Sheep Shee

"Stuffed" includes filled, consolidated, packed, loaded or secured.

CARRIER'S TARIFF
The provisions of the Carrier's applicableTariff, if any, are incorporated herein Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has beenfiled. In the case of inconsistency between thi Bill of Lading and the applicable Tariff, this Bill of Lading

3. WARRANTY
The Mercant warrants that agreeing to the terms hereof he is or is the agent of andhas the autorithy of the persons owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS

This Bill of Lading shall be non -negotiableunless made out"to order"in which e hall be negotiable and shall constituite tittle to the Goods and the holdershall be

it shall be flegotiable and shall constitute tittle to the Goods and the noicensal identified to the receive or to transfert the Goods herein described.

(2) This Bill of Lading shall be prima facile evidence of the taking in charge by the Carrier of the Goods are herein described. However profit to the contrary shall not admissible when thi Bill of Lading has been negotiaded or transfered for valuable consideration to a third party acting in goods faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER

any part of the made ng, but not limited PERSONS
(1) The carrier shall be entitled to sub-contract on any terms the who the Carriage (2) The Nercabt undertakes that no daim or allegation against any person orvessel whatsover other than the carrier, in to, the carrier's sevants or agent, any independent contractor agents, and allothers by twhom the whole or any part of the agents, and allothers by twhom the whole or any part of the or indirectly, is procured performed or undertaken, which impulinpose any such person or vessel any liability whatsoever in cooking the carriage and if any claim or allegation should nevert defend, indemnify and hold harmless the Carrier against all const hereof. Without prejudicted the foreign every such person or vessel all provisions herein benefiting the Carrier as if such provisions benefit and in entering into this contract the extent does so not only on his own behalf but vessels and such persons and vester to this contract the parties to this contract. (3) The Mercant shall defer mermify and hold hall claim or liability (and any sines arising therefrom) at mind Goods insofar as supplements. extent of these ee for such pe or be deemed

der Lemnify and hold han ense arising therefrom) are um or liability exceedes the Ca Carrier against any om the Carriage of the liability under thi Bill of Goods insofar as sug

limits or liability provided for i of Lading shall apply in any against

6 CAR

ESPONSABILITY AMOUNT 13 below, this Bill of La 6 CAP SPONSABILITY

(1) CSU

(1) Sub, 13 below, this Bill of Lorun in sofar as it relates to sea carriage by any ves. named herein or joint line we effect subject to the Hague Rules or any asking such 5 or the Hague -Visby Rules compulsorily applicate (such or CO or to the Bill of lading and the previsions of the Hague Rules or a last of the Last of the Last of the Last of All of the Sill of Lading is subject to U.S. or Canadian law respect and reference to carriage, as in such Rulesor legislationshall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Hatter Act of the United States of America 1863 would otherwise be compulsorily applicable to regulate the Carrier's responsability shall be subject COGSA, but if such provisions are found to be invalid such responsability shall be subject COGSA, but if such provisions are found to be invalid such responsability shall be subject COGSA.

invalid such responsability shall be subject COGSA). (6) The Carrier shall be entitled to (and nothing)in this Bill of lading shall operate to deprive or limit such entitlement) the full benefit of and rights to all limitations of and exclusions from liability and all rights confered or authorised by any applicable law statute or regulation of any country (including but not limited to, where applicablean provisions or sections 4281 to 4287, inclusive, of the Revisied of the United States

provisions or sections 4281 to 4287, inclusive, of the Revisied of the United States of America) and amendments hereto and where applicable any provisions of the Revised Statutes of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) on which the Goodsare carried.

(2) PORT TO PORT SHIPMENT

The responsability of the Carrier is limited to the part of the Carriage from and during loading into the vessel up to and during discharge from the vessel and the Carrier Shall not be liable for anyloss or damage whatover in respect of the Goods or for any other matter arising during any other part of the Carriage even though for the whole Carriage have been charged by the Carrier. The Mercant constitutes the Carrier as agent of enter into contracts on behalf of the Merchant with others for transport, acrosse, handling or anylother services in respect of the Goods prior to landing and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsover on the part of the Carrier or others and the Carrier any as such rage, subsequent natsover on the part of the Carrier or others and the omission v ier may as such ding terms less agent enter into contracts with otherson any terms whatsoe favourable than the terms in this Bill of lading.

(3) COMBINED TRANSPORT

for loss of his

(3) COMBINED TRANSPORT
Save as is otherwise provided in this Bill of Lading, the Carriet and be tail or damage to the Goods occuring from the time that the Goods are taken in charge until the time or delivery to the extent set out below.

(A)Where the stage of the Carriage whire the loss or damager occured serproved: (I) The Carrier shall be entitled to rely upon all exclusions from the Rules or legislations that would have been applied under 6(1) (A) abot loss or damage occured at sea or, if lafter was no carriegh by sea, under 1 or Lading is subject to U.S. or Car respectively)

e under (I) above the Carrier is not I lable loss or damage he shall only be liable to liable have contributed to the loss or damage to the loss or damage to the loss or damage. It to (6) (C) below where the Hague o Rul causing the loss or dam which he is liable have (III) Subject to (6) (C) Rules or the Hague Vis

y legislation applyng such applicable arrier's liability shall not exceed US 2,00 per Kibof the Goods lost, alue of such Goods, whichever espect of which the claim arises or damage

rouned according to the Commodity very to the Merchant or at the place of or if there is no such price according of the goods shall be determined the place and time of deliver he place and time of the have been so deli-price by reference to place and time. the normal value of Goods of the same kind B) Where the stage of Carriage where the loss or damage occured can be proved: (1) the liability of the Carrier shall be determined by the provisions contained in any international convention or antional law the country which provisions: (a) cannot be departed from by private contract to the detriment of the Merchant , and (b) would have applied if the Merchant had made a separate and directoontract with

(b) would have applied if the Merchant had made a separate and directiontract with the Carrier in respectof the particularistage of Carnage where the lossor damage occured and had receveid as evidence there of any particulardocumentwhich must tissued in order to make such international convention or national law applicable. (II) with respect to the transportation the United States of America or in Canada to the Port of Loading or from the Port of discharge, the responsibility of the Carrier shall be procure transportation by carrier's (one of more) and such transportation she be subject to the inland carriers contracts of carriageand tariffs and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers obligations under their contracts and tariff; (III) Where netheir (I) or(II) above apply, any liability of the Carrier shall be determined by 6 (3)

by 6 (3) (A) abo

(*) DENERAL PROVISIONS

(A) Delay, Consequential Loss Save as otherwise provided herein , the Carrier sh no circumstances be liable for direct, indirector consequential loss or damaged by delay or any other cause whatsoever and howsoever caused. Without pure the foregoing lithe Carrier is found for delay, liability shall be limited to the applicableto the relevant stage of the transport.

the foregoing, if the Carrier is found for delay, liability shall be limited to unapplicableto the relevant stage of the transport.

(B) Package or Shipping Unit Limitation Where the Hague Ruler or any lomaking such Rules compulsorily applicable (such as COGSA or COGWA) it Lading apply, the Carrier shall not, unlessa declared value has been noted accordance with (C) below, be or became I lable for any loss damage to or connection with the Goods in an amount per package or shipping unit limitation as laid down by such rules or legislation.

accordance with (C) below, be u users to connection with the Goods in an amount per package or shipping unit inexcess use package or shipping unit limitation as laid down by such rules or legislation. Such inimitation amount according to COGSA is US \$500 and according to COGWA is Can \$500. If no limitation amount is applicable under such declared value. (C) AD Valorem: Declared Value of Package or Shipping Unit

The Carrier's liability may be increased to intervalue by a declaration in writing of the value of the Goods by the Shipper shipment, sch higher value being inspace provided and, if required by actual value of the declared value and partial loss or discorded value and partial loss or discorded value. (D) Definitions of Package or Shipping (D) Definitions (D)

deemed the number of packages or s per package or shipping unit provide relating to the carriage of the Goods b be considered the Package or shippin

sidered the Package or shippin shipping unit' shall mee kage, including articles in bulk, and irrespection of law which may applied to be a waiver of limitation etc. physical unit or piece of cargo not as of anydescription whats the weight or measurement unit emplyed in shipped in bulk., the limitation provided in icable, and in no event shall anything herein as to Goods shipped inbulk.

arrust , oxidation or any like conditions due to moisture, is considered by the conditions due to moisture, is considered by the conditions and condition is of a representation that such conditions of rust, oxidation or the like did not exist on

receipt.

(F) Notice of Loss or Damage The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage, shall be have given in writing to the Carrier writing or to his represent ative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this bill of Lading or, if the loss or Damage is not apparent within threeconsecutive days thereafter.

(K) Time-bar apparent within threeconsecutive days thereatter.

(G) Time-bar

The Carrier shall be discharged of all liability unless suit is mbrought in yhe proper

The Carn and writine indicated year on a industry unless stant is introduced in the formula and writine on the thereof received by the Carrier within nine months afte delivery of the Goods or the date when the Goods should have been deelivere event that such the period shall be found contrary to any convention or alw compulsorily applicablem, the period prescribed by such convention or law shall apply but in that circumstances only.

7. MERCHANT'S RESPONSABILITY

7. MERCHANT'S RESPONSABILITY (1) The description and particulars of the Goods set out on the face hereof furnished by the Merchant and the Merchant warrants to the Carrier than description and particulars including, but not limited to, of weight, cor measure, quantity, marks, numbers, and valueare correct. (2) The Merchant shall comply with all applicable laws, regulations and re-termined to the control of the control

istoms, port and other authoritiesand shall bear and pa aid all duties, taxe fines,imposts,expenses and losses incured or suffered by reason thereof or by of any illegal incorrect or insufficient marking, numbering or addressing of the

of any illegal incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchant undertakes that the Goods are packed in a manner adequate to stand the ordinary risk of Carriage having regard to their nature and in compliance all laws, regulations and requirements which applicable.

(4) No Goods which are or may become dannerous, infiammable or damaging or which are or may become liable to dar be tendered to the Carried for Carriand without the Container or other and the Goods being distinctly may characther of any such articles an expensive propher and the Container or comply with applicable laws, regulations and requirements. If are such written consent and marking or the container or comply with applicable laws, such written consent and marking or the container or complete and marking or the container or carrier the articles are versed to the Carrier when the container or complete and marking or the container of the carrier the articles are ure and to comply with applicable laws, articles are wred to the Carrier without he opining the Carrier the articles are or man at a damaging nature, the samemay do not rendered harmless without sjudiceto the Carrier's right to Charges. damage, contamination, soling, detention or riage of property/including, butnot property or the the such written consent and marking of are liable to become of a dangerou any time be destroyed, disposed compensation to the Merchant and he opin (5) The Merchant shall be liable for emurrage before, during and after hited to, Containers) of the Cal chant) referred to in 5(2) above of which the Merchant ant shall defend, inc , clairn, liability or exp In y personor vessel (other than the by the Merchant or any person acting on vise responsible.

Ind hold harmless the Carrier against any

whatoever arising from any breach of cause in connection with the Goods for this clause 7 or from the state of the state

AINERS fed by the carrier in or on Container and Goods may be

The term of this Bill of lading shall govern the responsability of the Carrier in connection with

or arising out of the supply of a Container to the Merchant , whetever or ansing our of the supply of a School Scho

(A) the Carrier shall not be liablefor loss of or damageto the Goods (I) caused by the manner in which the Container hass benn stuffed; (II) caused by the unsulvability of the Goods for Carriage in Containers; (III) caused by the unsuitability or defective condition of the Container provide that where the Container has benn supplied by or on behalf of the Carrier, this paragraph (III) sall only apply if the unsuitability or defective conditionarose (a) witout any want of due diligence on the part of the Carrier or (b) woul have been apparent upon reasonable inspection by the Merchant at or prior to the timewhen the Contain was suffer! ment of the Carriage except whre the

upon reasonable inspection by the whechant at or prior to the limewhen the comain was stuffed.

If the Container is not sealed at the commencement of the Carriage except whre the Carrier has agreed to sealed to Container

(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense wath oever arising from one or more of the matters conversed by ed by

(A) above except for (A)(III)(a)above

(4) Where the Carrier is instructed to provide a Container in the absenceof a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or a quality

9 PARTIAL INVALIDITY If any provision in this Bi in in this Bil of Lading is held to be invalid or unenforceable by any count if any provision in this Bill of Lading is need to be invalined or unenforceable by any or regulatory agengy of body, such invalidity or unenforceavility shall attach on such provision. Dthevalidity of remainging provisions shall not be effected there end this Bill of I Lading contract shall be carried out has if such invalid or unenfo provision were not contained here in.

10 TEMPERATURE CONTROLLED CARGO

sportation anty Goods whom requir notice (and trilling in the box on the prepared by the Merchant or a (1) The Merchant undertakes not to be temperature control without previsous front on this Bill of ladingif in this Bill of percentages.

person acting on hi behalf) of their nature and particutempearturecontrolled Contain that the Container has been mperature iffed by or on b erly pre-cooled, unacommostatic controls ha erchant further undertakes have been properly stuffed erly set by the Merchant fore receip of the Go by the Carrier

the above requir

the Goot may an accomplied with the Carrier and the second process of the Control damage to the (2) The Car em eakdown, stoppaged, the temperature controlling machinery, plant, my apparatus of the Container provided that the Carrier shall before or at the of t the Carriage exercise due diligence to maintain the refrigerated Container in an state.

INSPECTION of any time the obligation, SOODS er or any person authorisied by the Carrier shall be entitled, but under no any Container or Package at any time and to inspect the Goods.

Dollgamon. Ser any Container or racksage at any limite and to inspect tire Goods.

2. M. RS AFFECTING PERFORMANCE
(1) I'me the Carriage is or is likely to be affected by any hindrance, risk, delay, difficult, or antage of any kind (including the condition of the Goods) whensoeverand however sing(whether or not the Carriage has commenced) the Carriare may. without notice to the Merchant abandon the Carriage of the Goods and where reasonable is passed of the Goods or any part of them at the Merchant's disposal at any place. Carrier may deem saleand convenient, whereupon the responsability of the Carrier such Goods shall cease.

(b. or prejudice to the Carrier's right subsequently the abandon the Carriage under(A) abort continue the Carriage. In any event the Carrier's additional costs resulting from above mentioned circumstances.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any sociation of the Goods in accordance with the orders or recommendations given by any emment o authority or any personacting or purporting to act as or on behalf of such ernement authority.

13. METHODS AND ROUTE OF TRANSPORTATION

13. METHODS AND ROUTE OF TRANSPORTATION
(1) The carrier may at any time and without notice to the Merchant use any means of transports or storage whatsoever load or carry the Goods on any vessel whether named of the front hereof or not; transfert he Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the front hereof or hy any another means of transport whatsoever: at any place unpack and remove Goods when, have been stufed in or on Container and forward the same in any manner whisoever proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertise route) and proceed to or stay at any place whisasoever once of more often and in any order, load or unload the Goods from any conveyance at any place(whetever or not the place is a port named on the front beford a the intended Port of Loading or intended Port of Discharge) comply with any orders or recommendations given by any governement or authority or any person or text, secting or pupport ing to act as or on behalf of such governement or authority or having use or the terms of the insurance or the conveyance employed by the Carrier the right to try orders or directions, permits the vessel to carried livestock, Goods of all kinds any force or otherwise, contraband explosives, munitions or warfike stores and the algreed or unamed.

(2) The liberties set out in (1) above many terms of the conveyance whether or not connected with the Officiance of the Coods. Anything done in accordance with (1) above or any delay arising the returns of the volunt hic contractual Carriage any shall not be a deviation of whatsocetime for or ordere.

(1) above or any delay arising there not be a deviation of whatsoever

 DECK CARGO(AND LIVESTOCK)
 Goods of any description whether c thout notice to the Metohant and such sture or degree Subject to stowed on or under deck nant and such

nature or degree Autject to (2) below, such Goods whether carried on deck or under dear shall participate in Genera Average and early Goods (other than livestock) shall be deemed, to be within the definition of Goods forthe furposes of the Hague Rules or any legislation making such Rules or the Hague rules), Rules compulsorily applicable(such as COGSA or COGWA) to this Bill of

Goods (not being Goods stuffed in or Containers other than open flats or paletts) which starded on the round this Bill of Lading to be carried on deck and which are so urried (and livestock whether or not arried on the deck) are carried without responsability not being Goods stuffed in or Containers other than open flats or paletts) whic on the foreign this Bill of Lading to be carried on deck and which are so livesfor's whether or not arried on the deck) are carried without responsability older container for loss damage of whistoever nature arising carriage by sea on whether cause by unseaworthiness o neglicence or any other cause whether cause by unseaworthiness on englicence or any other cause are coast incurred for any reason whistoever in connoction with carriage of livestock on the part of

DELIVERY OF GOODS delivery of the Goods

DELIVERY OF GOODS lelivery of the Goods or any part threof is not taken by the Merchant at the time and place an and where the Carrier is entitled to call uponthe Merchant to take delivery thereof, the the shall be entitled whitout notice to remove from a Container the Goods or that part read if stuffed in or on Container and to store the Goods or that part ashore, affoat, in the and only offer cover a the sol risk and expense of the Merchant. Such storage shall studied due delivery hereunder and thereupon the liability of the Carrier in rewspect of the or that part thereof shall cease

If the vessel on which the Goods are carried (the carryingvessel) comes into collision with any other vessel or object (the non -carrying vessel or object) as a result of the negligence of the non carrying vessel or object the Merchant undertakes to defend indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising thereform) arry vessel or person in respect of any loss of or damage to, or any claim whitsoever of the Merchant paid or payble to the Merchant by the non-carrying vessel or object or the owner off, chater or of or person responsible for the non carrying vessel or object or the owner off, chater or of or person responsible for the non carrying vessel or object and set-off recouped or recovered by such vessel, object or person(s) against the Carrier, the Carrying vessel or her numbers or rhadrens. essel or her owners or chateres

17. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause a approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection (2) Notwithstanding (1) above, he Merchant shall defend indemnity and hold harmless the Carrier in respect of any claim (and expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any step whatsoever to collect security for General Average contributions due to the Merchant.

18. CHARGES

18. CHARGES
(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Mechant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweight, remeasure and revalue the goods and if the particulars are found by the Carrier to be incorect the Merchant shall pay the Carrier the correct Charge(credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
(3) All Charges shall be paid without any set-off counter-claim deduction or stay of execution.

19.LIFN

19-LEI's the carrier shall have a lien on Goods and any documents relating therete for all sums whatsoever due at any time to the Carrier from the Merchants and General Average contributions to whom soever 2 and for the costs of recovering the same and the Carrier si have the right to self the Goods and documents by public auction or private treaty, without notice to the Merchant and the Merchant's expense and without any liability towards the

20. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to widve or vary any of the Terms hereof unless such waiver or variation is in writing and is specifically authorisied or ratific writing by a directore o officer of the Carrier who has the actual authority of the Carrier's waive of vary.

21. JURISDICTION AND LAW CLAUSE

21. JURISIDE IT AND LAW CAUGE
The contract evidenced by or contained in this Bill of Lading is governed by Italian Law. The Court of Boizano shall have exclusive jurisdiction on any dispute arising out of, under or in connection with the interpretation and/or the execution of this Bill of Lading.

FMC NO. 025795: FERCAM SPA

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

Amendment No.: O Rule 9:

Freight Forwarder Compensation

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Carrier may pay 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, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
- 1) The coordination of the movement of the cargo to shipside
- 2) The preparation and processing of the ocean Bill of Lading
- 3) The preparation and processing of dock receipts or delivery orders
- 4) The preparation and processing of consular documents or export declarations
- 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation shall be as specified in individual NRAs, if any. RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA

MC NO. 025795: NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's and shall be for the account of the cargo.

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA

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

Amendment No.: O

Rule 11: Minimum Quantity Rates

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Not applicable.

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA

FMC NO. 025795: NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O
Rule 12: Ad Valorem Rates

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 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 as specified herein.

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

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Tariff Rule Information

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

Amendment No.: O

Rule 13: Transshipment

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Not Applicable.

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 14: Co-Loading in Foreign Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

- (2) Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time:
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for coloading.
- (6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 15: Open Rates in Foreign Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Not Applicable.

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Tariff Rule Information

FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101 - Between (US and World)

Amendment No.: O

Rule 16: Hazardous Cargo

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or

under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

- B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.
- C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:
- 1 Explosives
- 2 Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids
- 5 Oxidizing Substances and organic peroxide
- 4 Poison and infectious substance
- 5 Radioactive substance
- 6 Corrosives
- 7 Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
- 8 Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. 600, ICC No. B.O.E. 600, FMC F No. 2B RETURN TO TABLE OF CONTENT

Tariff Rule Information

FMC NO. 025795: FERCAM SPA

FMC NO. 025795: NRA RULES TARIFF NO. 101 - Between (US and World)
Amendment No.: O

Rule 17: Free Time and Demurrage

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs 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 will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

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Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Not Applicable.

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Amendment No.: O

Rule 19: Shippers Requests in Foreign Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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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Amendment No.: O

Rule 20: Overcharge Claims

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

A. Bill of Lading Commodity Description

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

B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking a refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, 800 North Capital St., Washington, DC 20573, within three years of the date of cause of action occurs.

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Rule 21: Use of Carrier Equipment

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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 as published by the VOCC in its FMC tariff shall be for the account of the cargo.

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Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Not Applicable.

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Amendment No.: O

Rule 23: Carrier Terminal Rules and Charges

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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Amendment No.: O

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

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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

Amendment No.: O **Rule 24:**

NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No. KMS52005

3. Issued By: Great American Insurance Company

301 E. Fourth Street, 5th Floor

Cincinnati, OH 45202

B. Agent for Service of Process

- 1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable; Carrier is domiciled in the U.S. (See Title Page and/or Tariff Record).
- 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. RETURN TO TABLE OF CONTENT

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Amendment No.: O

Certification of Shipper Status in Foreign Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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

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

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Rule 26: Reserved For Future Use

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FMC NO. 025795:

NRA RULES TARIFF NO. 101 - Between (US and World) Amendment No.: O

Loyalty Contracts in Foreign Commerce

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

Not Applicable.

FMC NO. 025795:

FERCAM SPA

Amendment No.: O

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

Rule 28:

Definitions

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

CARRIER - means publishing carrier and/or inland U.S. Carriers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ONE COMMODITY - means any or all of the articles described in any one-NRA.

PACKING - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

PUBLISHING CARRIER - means FERCAM SPA a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 025795.

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

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

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

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

FMC NO. 025795: FERCAM SPA

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

Amendment No.: O Rule 29:

ABBREVIATIONS, CODES AND SYMBOLS

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EXPLANATION OF ABBREVIATIONS

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

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

B/L Bill of Lading LS Lumpsum

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

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

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

CBM, CM or M3 Cubic Meter Min Minimum
CC Cubic Centimeter MM Millimeter
CFS Container Freight Station MQC Minimum Quantity

CFT Cubic Foot or Cubic Feet Commitment

CLD Chilled N/A Not Applicable

CM Centimeter NRA Negotiated Rate Arrangements
CU Cubic NSA NVOCC Service rrangements

CWT Cubic Weight NHZ Non-Hazardous

CY Container Yard NOS Not otherwise specified

D Door OT Open Top
DDC Destination Delivery Charge P Pier

E Expiration Pkg Package or Packages
ET Essential Terms PRC People's Republic of Ch

ET Essential Terms PRC People's Republic of China Etc PRVI Puerto Rico and U.S. Virgin

FAK Freight All Kinds Islands

FAS Free Alongside Ship R Reduction FB Flat Bed RE Reefer / Re

FB Flat Bed RE Reefer / Refrigerated FCL Full Container Load R/T Revenue Ton FEU Forty Foot Equivalent Unit RY Rail Yard

FI Free In SL&C Shipper's Load and Count FIO Free In and Out Sq. Ft Square Foot or Square Feet FIOS Free In, Out and Stowed S/T Short Ton (2000 lbs.)

FO Free Out SU or S/U Set Up

FOB Free On Board Twenty Foot Equivalent Unit TEU Federal Maritime Commission **FMC** THC Terminal Handling Charge FR Flat Rack Terminal Receiving Charge TRC Feet or Foot United States of America Ft USA

GOH Garment on Hanger USD United States Dollars Η House Ventilated VEN HAZ Hazardous VIZ Namely New or Initial Tariff Matter Ι VOL Volume K/D Knocked Down Weight W

KDF Knocked Down Flat W/M Weight/Measure

Tariff Rule Information FMC NO. 025795: FERCAM SPA NRA RULES TARIFF NO. 101

Amendment No.: O Rule 30: **Access to Tariff Information**

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This tariff is published on the web at: www.fercam.com/en. Please refer to the tariff profile or title page for additional contact information.

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Amendment No.: O
Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 25SEPT2021 Thru: NONE Expires: NONE Publish: 25SEPT2021

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
