FMC ORG NO. 024811
NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 06MAR2026
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CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 02
SUPERSEDES TARIFF NO. 01
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD PORTS AND POINTS

MSE EXPRESS AMERICA, INC. is a registered Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC organization number 024811.

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§ 520, 531, 532, OSRA 2022 and FMC 2024 Final Rule Making. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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Tariff Rule Information

Tariff Details

Tariff Number:	**002**
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Certification:	All information contained in this tariff is true, accurate and no unlawful alterations are permitted.

Organization Information

Org Number:	024811
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Trade Name:	
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Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
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Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 1:	**Scope**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

U.S. ATLANTIC BASE PORTS (ACBP)
Baltimore, MD
Boston, MA
Chester, PA
Charleston, SC
Jacksonville, FL
Miami, FL
New York, NY
Newark, NJ
Norfolk VA
Philadelphia, PA
Savannah, GA
Wilmington, NC
U.S. GULF COAST BASE PORTS: (GCBP)
Houston, TX
Galveston, TX
New Orleans, LA
Tampa, FL
Mobile, AL
U.S. PACIFIC COAST BASE PORTS: (PCBP)
Port Hueneme, CA
Los Angeles, CA
Long Beach, CA
Oakland, CA
San Francisco, CA
Portland, OR
Seattle, WA
Tacoma, WA
GREAT LAKES BASE PORTS
Includes Chicago, IL
SUBSTITUTED SERVICE AND INTERMODAL SERVICE
A. SUBSTITUTED SERVICE
This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.
B. INTERMODAL SERVICE
Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.
Intermodal Rates will be shown as single factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
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Rule 1-A:	**Worldwide Ports and Points**

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

AFGHANISTAN
ALBANIA
ALGERIA
AMERICAN SAMOA
ANDORRA
ANGOLA
ANGUILLA
ANTARCTICA
ANTIGUA AND BARBUDA
ARGENTINA
ARUBA
ASHMORE AND CARTIER ISLANDS
AUSTRALIA
AUSTRIA
BAHAMAS THE
BAHRAIN
BAKER ISLAND
BANGLADESH
BARBADOS
BASSAS DA INDIA
BELGIUM
BELIZE
BENIN
BERMUDA
BHUTAN
BOLIVIA
BOTSWANA
BOUVET ISLAND
BRAZIL
BRITISH VIRGIN ISLANDS
BRUNEI
BULGARIA
BURKINA
BURMA
BURUNDI
CAMBODIA
CAMEROON
CANADA
CAPE VERDE
CAYMAN ISLANDS
CENTRAL AFRICAN REPUBLIC
CHAD
CHILE
CHINA
CHRISTMAS ISLAND
CLIPPERTON ISLAND
COCOS (KEELING) ISLANDS
COLOMBIA
COMOROS
CONGO
COOK ISLANDS
CORAL SEA ISLANDS
COSTA RICA
CUBA
CYPRUS
CZECHOSLOVAKIA
DENMARK
DJIBOUTI
DOMINICA
DOMINICAN REPUBLIC
ECUADOR
EGYPT
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
GLORIOSO ISLANDS
GREECE
GREENLAND
GRENADA
GUADELOUPE
GUAM
GUATEMALA
GUERNSEY
GUINEA
GUINEA BISSAU
GUYANA
HAITI
HEARD ISLAND AND MCDONALD ISLA
HONDURAS
HONG KONG
HOWLAND ISLAND
HUNGARY
ICELAND
INDIA
INDONESIA
IRAN
IRAQ
IRELAND
ISRAEL
ITALY
IVORY COAST
JAMAICA
JAN MAYEN
JAPAN
JARVIS ISLAND
JERSEY
JOHNSTON ATOLL
JORDAN
JUAN DE NOVA ISLAND
KENYA
KINGMAN REEF
KIRIBATI
KOREA DEMOCRATIC PEOPLES REP
KOREA REPUBLIC OF
KUWAIT
LAOS
LEBANON
LESOTHO
LIBERIA
LIBYA
LIECHTENSTEIN
LUXEMBOURG
MACAU
MADAGASCAR
MALAWI
MALAYSIA
MALDIVES
MALI
MALTA
MAN ISLE OF
MARSHALL ISLANDS
MARTINIQUE
MAURITANIA
MAURITIUS
MAYOTTE
MEXICO
MIDWAY ISLANDS
MONACO
MONGOLIA
MONTSERRAT
MOROCCO
MOZAMBIQUE
NAMIBIA
NAURU
NAVASSA ISLAND
NEPAL
NETHERLANDS
NETHERLANDS ANTILLES
NEW CALEDONIA
NEW ZEALAND
NICARAGUA
NIGER
NIGERIA
NIUE
NORFOLK ISLAND
NORTHERN MARIANA ISLANDS
NORWAY
OMAN
PAKISTAN
PALMYRA ATOLL
PANAMA
PAPUA NEW GUINEA
PARACEL ISLANDS
PARAGUAY
PERU
PHILIPPINES
PITCAIRN ISLANDS
POLAND
PORTUGAL
PUERTO RICO
QATAR
REUNION
ROMANIA
RWANDA
SAN MARINO
SAO TOME AND PRINCIPE
SAUDI ARABIA
SENEGAL
SEYCHELLES
SIERRA LEONE
SINGAPORE
SOLOMON ISLANDS
SOMALIA
SOUTH AFRICA
SOUTH GEORGIA AND THE SOUTH SA
SPAIN
SPRATLY ISLANDS
SRI LANKA
ST HELENA
ST KITTS AND NEVIS
ST LUCIA
ST PIERRE AND MIQUELON
ST VINCENT AND THE GRENADINES
SUDAN
SURINAME
SVALBARD
SWAZILAND
SWEDEN
SWITZERLAND
SYRIA
TAIWAN
TANZANIA UNITED REPUBLIC OF
THAILAND
TOGO
TOKELAU
TONGA
TRINIDAD AND TOBAGO
TROMELIN ISLAND
TRUST TERRITORY OF THE PACIFIC
TUNISIA
TURKEY
TURKS AND CAICOS ISLANDS
TUVALU
UGANDA
UNION OF SOVIET SOCIALIST REPU
UNITED ARAB EMIRATES
UNITED KINGDOM
URUGUAY
USA
VANUATU
VATICAN CITY
VENEZUELA
VIETNAM
VIRGIN ISLANDS
WAKE ISLAND
WALLIS AND FUTUNA
WEST BANK
WESTERN SAHARA
WESTERN SAMOA
YEMEN
YUGOSLAVIA
ZAIRE
ZAMBIA
ZIMBABWE

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Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 1-B:	Intermodal Service

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 2:	Notice to Tariff Users

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Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"). NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 2A:	Application of NRAs and Charges

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1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

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

4. NRAs do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.
8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.
9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."
10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.
11. TYPES OF SERVICE PROVIDED
CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.
CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.
CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.
CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.
DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.
12. SERVICE OPTIONS:
a. The following service types are available and pertain to rates contained in this tariff.
Container Yard (Y)
The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds, or stores containers and where containers loaded with goods are received or delivered.
Container Freight Station (S)
The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.
Door (D)
Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.
Ocean Port (O)
Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.
b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.
c. Carrier may also utilize the following terminology to describe its services:
IPI Service, from Asia to USA
The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.
MLB Service (Mini Land Bridge), from Asia to USA.
The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.
RIPI Service, from Asia to USA
The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.
13. ADVANCED CHARGES
Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading and provided they do not relate in any part to cargo cost and/or ocean freight thereon but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.
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Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
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 reasonably necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-015:	**Rerouting of Vessels and other Charges related to Red Sea Activities & Activities at Canals & Waterways**

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1. Merchant acknowledges that for certain transport the underlying vessel will generally travel through certain waterways, including the Red Sea Region, the Panama Canal, and the Suez Canal, where the underlying ocean common carrier has deemed the most convenient route to the discharge port. Merchant acknowledges that there are current risks that any such Waterway may be blocked, closed, attacked by hostile forces or that the vessel may otherwise encounter significant delays and may opt to circumvent the Waterway. The underlying carrier may opt to exercise the following at its discretion: (1) the vessel may wait at the Waterway, and/or (2) may opt to pay additional fees in order to access the Waterway sooner; and/or (3) the vessel may sail such alternative route as the vessel operation common carrier deems suitable, including routes via the Cape of Good Hope at the southern tip of Africa vice traversing the Red Sea, and/or (3) the vessel operator may discharge the cargo at a close or convenient port with all of the Carrier's obligations under this contract being considered fulfilled. The Merchant shall be liable to pay the Carrier for the vessel operator's assessment of vessel detention at a daily detention rate on a pro rata basis with other cargo on the vessel for any time waiting exceeding certain specified time period and for the costs for consequent increase in time for sailing an alternative route plus any additional costs of all kinds, including, but not limited to bunkers resulting from such deviations and or alternate services, and to the consequences of *force majeure* which the underlying ocean common carrier may deem necessary to enforce as a result of the activities noted herein.

To the extent that any cargo is damaged pursuant to decisions taken or not taken by the underlying carrier which results in damages to the cargo from third party activities relevant to the waterway or other actions chosen by the underlying ocean carrier shall be allocated to the Merchant and/or cargo interest to the extent that such damage does not result directly from the gross negligence of Carrier.

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AMENDMENT NO. O	
Rule 2-020:	**Diversion by Carrier**

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

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

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

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Rule 2-030:	**Reserved for Future Use**

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Reserved for future use

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Rule 2-030:	**Booking Cancellation Fee (BCF) – No Show Fee (NSF)**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Effective August 9, 2021, Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not within the time indicated above; a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-035:	**Ocean Carrier Spot Pricing - Congestion Fees - Revenue Recovery Surcharges - Space Arrangement Fees**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

1. Ocean Carriers during the pandemic period commencing on or about February 2020 and currently in place for so long as port congestion is occurring in the United States and globally, have been imposing charges in congested port areas in addition to base rate and sur-charges applicable to Carrier's service contract with ocean carriers in either or both of the following manners:

a. By imposing newly negotiated rate structures as a pre-condition to loading cargo previously tendered by Carrier or its agent, whereby, said Ocean Carrier will not load such cargo unless Carrier accepts such increased base spot rates, or

b. By imposing newly structured sur-charges with nominations such as, but not limited to "Revenue Recovery Surcharges", "Space Arrangement Fees", and other similar titles to indicate charges over and above those in place during the negotiations of the service contract, which are imposed as charges as a pre-condition to acceptance of cargo in a congested port, notwithstanding the negotiated service contract rates and/or surcharges were in place at the time the cargo was tendered to the Ocean Carriers by Carrier or its agent.

c. The term Spot Rates shall apply to either or both procedures defined in Paragraph 1. a) and b) above.

1. Carrier, in view of the Spot Rates practices developed by Ocean Carriers during the pandemic period, shall in order to provide consistency and predictability of transport shall accept such Spot Rates to the extent that not accepting same would lead to non-delivery of cargo, and/or port demurrage and other charges, unless Shipper shall decide and will timely notify Carrier that it is abandoning such cargo, at which time Carrier may take whatever steps necessary in terminating transport and/or asserting liens and effecting the sale of such cargo. To the extent that such cargo is not appropriately abandoned as provided herein, and the sale of the cargo does not cover the freight monies and other charges due to Carrier, Shipper shall remain responsible to Carrier for such charges.

2. Carrier shall define and treat such Spot Rates as Ocean Carrier General Rate Increases ("GRIs"), a term not otherwise defined in the Federal Maritime Commission's regulations. GRIs shall include charges implemented by Ocean Carriers as defined in the term Spot Rates herein. As such, pursuant to 46 CFR §532.5 (d) (2) (iv) such Spot Rates are not included in a Negotiated Rate Arrangement nor a Rules Tariff and shall be charged as a pass-through without a markup by Carrier.

3. To the extent that the increased rates and/or charges imposed by the ocean common carriers are not considered GRIs for whatever reason, Shipper agrees that these increases are an acceptable amendment to the pertinent NRA.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-035A: Ocean Carrier Surcharges and General Rate Increase (GRI) Pass-Throughs

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

1). Pursuant to 46 C.F.R. §520.7(a)(3)(iv) Carrier hereby references the following category of surcharges and other pass throughs contained in Vessel Operating Common Carriers' governing tariffs which Carrier shall assess to shipper at cost per the underlying VOCCs' governing tariffs. Pursuant to 46 C.F.R. §520.7(h) Carrier hereby references the category of surcharges and other pass throughs contained in Vessel Operating Common Carriers' ("VOCC") governing tariffs relating to charges assessed by unrelated outside entities to the VOCC which Carrier shall assess to shipper at cost per the underlying, VOCC's governing tariff:

- Bunker related charges, - Bunker Adjustment Factor (BAF), Inland Fuel Surcharge (IFS), Low Sulfur Fuel Surcharge (LSFS),
- Security related charges
- Origin Terminal Handling charges
- Destination Terminal Handling charges
- Destination Delivery Charge (DDC)
- Peak Season Surcharges (PSS)
- Specific trade related Surcharges
- Marine Fuel Recovery Surcharge (MFR) and IMO 2020 Transition Charge (ITC)
- Regional Terminal Handling- and Security Charges
- Shipping Guarantee Fees
- Ship Green Fees
- Emission Allowance Surcharge (ETS) / EU Emission Trading System
- Currency Adjustment Factors (CAF)
- All Other Surcharges Not Included Herein which are Imposed from Time to Time by VOCCs when included in their Tariffs.
- All Third-Party Surcharges Imposed on Vessel Operating Common Carriers from Time to Time Which are Passed on to Shippers.

2). Notwithstanding any other terms in the Rules Tariff to the contrary, pursuant to 46 C.F.R.§ 532.5(d)(2 and 46 C.F.R.§ 520.7(a)(3)(iv), Carrier may pass-through to its Shippers VOCC General Rate Increases ("GRIs") to apply to an NRA, NSA, or to transport pursuant to tariff published rates with no mark ups.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-040: Container Capacity

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA. NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-045: Port of LA & LB Container Excess Dwell Fees

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

The following Container Excess Dwell Fees imposed by the Port of Los Angeles and the Port of Long Beach ("the Ports") shall be applicable to shippers as of the date of this publication in Carrier's tariff pursuant to 46 CFR § 520.8 (b)(4) for any such fees being assessed by the Ports against ocean carriers, and ocean carriers thereby assessing these as pass-through accessorial terminal charges to Carrier on or about November 15, 2021 and thereafter, until such Container Excess Dwell Rates are eliminated by the ocean carriers:

These Dwell Fess are only applicable to imported containers through the Ports and fees are cumulative on a per day basis with no limits:

A. Local Import Loaded Container (to be removed by motor carrier)

Days on Terminal	Daily Charges ($)	Cumulative Charge ($)
9	100	100
10	200	300
11	300	600
12	400	1,000
13	500	1,500
More than 13	(Increments of $100	
Increase per day)		

B. Intermodal Import Loaded Container (going by rail)

Days on Terminal	Daily Charges ($)	Cumulative Charge ($)
6	100	100
7	200	300

8	300	600
9	400	1,000
10	500	1,500
More than 10	(Increments of $100	
Increase per day-no limit)		

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-050: Shipper Furnished Containers

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-060: Measurement and Weight

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

1. All packages will be measured in Centimeters and weight in Kilograms.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. Official Measurers and Weighers

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

5. Misdescription, Underweights and Undermeasurement

A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of destination for the verification of the description, measurement, or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-070:	**Overweight Containers**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-080:	**Shipper's Load And Count**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-090:	**Diversion of Cargo (By Shipper or Consignee)**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

A. Definition of Diversion:

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

B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.

2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

3. This rule will apply to full Bill of Lading quantities or full container loads only.

4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, de06MAR2026 on the relevant administrative burdens resulting from the diversion, an administrative fee of up to $50/BL for cargo received and diversion requested prior to vessel departure, or up to $300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.
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AMENDMENT NO. O	
Rule 2-100:	**Security Fees**

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Security Fees may be applicable on shipments and identified in each individual NRA.
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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-110:	**Restricted Articles**

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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. accept
11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.
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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-120:	**Freight All Kinds (FAK)**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Unless otherwise provided herein, any cargo described as "Freight All Kind" shall consist of a minimum of two different commodities. Further restrictions to the items shall be contained in the NRA.
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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-130:	**ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Different levels of Service may be offered by the Carrier. Unless otherwise specified in the individual NRA, NRAs are applicable for Regular Service.
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024811 MSE EXPRESS AMERICA, INC.
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-140: AES USA EXPORT SHIPMENTS

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

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024811 MSE EXPRESS AMERICA, INC.
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-150: DOCUMENTATION FEE

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811 MSE EXPRESS AMERICA, INC.
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-160: AMS PROCESSING FEE

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

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024811 MSE EXPRESS AMERICA, INC.
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-180:	**U.S. CUSTOMS RELATED CHARGES**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-190:	**LIEN NOTICE**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-200:	**Cargo Roll-Over Fee**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-210:	**Free Time Detention / Demurrage / Storage**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 3:	**Rate Applicability Rule**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 4:	**Heavy Lift**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Any Heavy Lift charges assessed shall be identified in each individual NRA and shall apply to the account of the cargo.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 5:	**Extra Length**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 6:	**Minimum Bill of Lading Charges**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 7:	**Payment of Freight Charges**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

A. CURRENCY

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

B. PAYMENT IN U.S. DOLLARS

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

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

2. When freight and charges are billed prepaid, they shall be paid in U.S. dollars.

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 8:	**Bill of Lading Terms and Conditions**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Carrier’s bill of lading terms and conditions can be found on the Carrier’s website at:

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 9:	Freight Forwarder Compensation

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Not applicable.

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 10:	Surcharges, Assessorial and Arbitraries

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 10-A:	Surcharges, Assessorial and Arbitraries

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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AMENDMENT NO. O	
Rule 11:	Minimum Quantity Rates

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Carrier may charge minimum quantity rates as specified in each individual NRA.

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AMENDMENT NO. O	
Rule 12:	Ad Valorem Rates

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 13:	Transshipment

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Not Applicable.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 14: Co-Loading in Foreign Commerce

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

(1) Carrier has entered a Less than Containerload ("LCL") agreement(s) which establishes a carrier-to-carrier relationship with NVOCCs for the co-loading of cargo.

(2) Carrier may enter into a co-loading arrangement which results in a shipper-to-carrier relationship and may tender Full Container Load ("FCL") cargo to another NVOCC (the master co-loader) by which the master co-loader must issue a house bill to Carrier. Carrier as the tendering NVOCC shall be responsible for the payment of ocean freight and charges for the transportation of the cargo.

(3) A shipper-to-carrier relationship is presumed to exist where the receiving NVOCC issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo. Shipper-to-carrier relationships may apply to the co-loading of full container loads or less than container loads of cargo.

(4) Carrier when tendering cargo to another NVOCC for co-loading, whether under a shipper-to-carrier or carrier-to-carrier relationship, shall annotate each applicable bill of lading with the identity of any other NVOCC to which the shipment has been tendered for co-loading. Such annotation shall be shown on the face of the bill of lading in a clear and legible manner as follows: "Ocean transportation services for this shipment were provided by MSE EXPRESS AMERICA, INC., FMC# 024811, in collaboration with Co-loader partner. (If no FMC number is provided, this is not a co-loaded shipment.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 15: Open Rates in Foreign Commerce

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Not Applicable.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 16: Hazardous Cargo

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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

Classes A and B Explosives
Radioactive Substances (IMCO Class No. 7)

7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:

A. U.S. Coast Guard Regulations (46 CFR §§146-179).
B. U.S. Department of Transportation Regulations (49 CFR §§170-179).
C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization).
D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities,
E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt,
F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.

8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:

A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials,
B. The hazardous class, IMCO Code Number and UN Number (if any),
C. The flash point or flash point range (when applicable),
D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required).
E. Identification of the type of packaging (e.g drums, cylinders, barrels, etc.).
F. The number of pieces of each type package.
G. The gross weight of each type of package or the individual gross weight of each package.

H. The Harmonized Code, SITC or BTN number of the commodity.
I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.

9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to assure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to assure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.
10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.
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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 16-A: Ocean Carriers Hazardous Cargo Penalties

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O
Rule 17: SOLAS Regulations

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

1. We understand that the SOLAS requirements (Chapter VI Regulation 2, at: http://www.imo.org/en/OurWork/Safety/Cargoes/Containers/Documents/MSC.1%20Circ.1475.pdf) require the packed containers’ true and accurate Verified Gross Mass (VGM) to be submitted prior to stowage aboard a vessel. Non-compliance herewith will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the Carrier is true and accurate for compliance with SOLAS requirements.
2. Carrier declare that the VGM of packed container(s) declared was obtained in accordance with either method 1 of method-2 by which the shipper can obtain the verified mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port. Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container or Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container’s contents.
3. Carrier will rely on the accuracy of the shipper’s VGM details furnished to MSE EXPRESS AMERICA, INC.. Carrier will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur, and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
4. Shipper undertake to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and will hold MSE EXPRESS AMERICA, INC. harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs, and additional costs arising from inaccurate, incomplete, or delayed VGM details and from non-compliance with SOLAS requirements.
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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 18:	Returned Cargo in Foreign Commerce

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 19:	Shippers Requests in Foreign Commerce

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 20:	Overcharge Claims

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

B. Overcharges

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

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

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

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AMENDMENT NO. O	
Rule 21:	Use of Carrier Equipment

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 22:	Automobile Rates in Domestic Offshore Commerce

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Not Applicable.

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 23:	Carrier Terminal Rules and Charges

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 23-01:	Destination Terminal Handling Charges (DTHC)

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment.

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
AMENDMENT NO. O	
Rule 24:	NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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.** 2018090201

3. Issued By: American Alternative Insurance Corporation

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is Husch Blackwell, LLP, attention Serena L. Tang, Esq., 1801 Pennsylvania, NW, Suite 1000, Washington, DC 20006. See Title Page and/or Tariff Record for additional contact information.

2. In any instance in which the Carrier cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

3. Service of administrative process, other hand subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested. effected

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Rule 25:	Certification of Shipper Status in Foreign Commerce

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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

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

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024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 002 - Between (US and World)
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Rule 26:	

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Reserved for future use.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
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Rule 27:	**Loyalty Contracts in Foreign Commerce**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

Not Applicable.

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002 - Between (US and World)**
AMENDMENT NO. O	
Rule 28:	**Definitions**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

CARRIER - means MSE EXPRESS AMERICA, INC.
CONSIGNOR, CONSIGNEE OR SHIPPER - include the authorized representatives or agents of such “consignor,” “consignee,” or “shipper.”
CONTAINER FREIGHT STATION (CFS) - (Service Code S) -
a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.
b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.
CONTAINER LOAD - (CL) - Means all cargo tendered to carrier in shipper-loaded containers.
CONTAINER YARD - The term “Container Yard” (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.
CONTROLLED TEMPERATURE - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.
DRY CARGO - means cargo other than that requiring temperature control.
IN PACKAGES - shall include any shipping form other than “in bulk,” “loose,” “in glass or earthenware, not further packed in other containers” or “skids”
KNOCKED DOWN (KD) - means that an article must be taken apart, folded, or telescoped in such a manner as to reduce its bulk at least 33.3 percent from its normal shipping cubage when set up or assembled.
KNOCKED DOWN FLAT (KDF) - means that an article must be taken apart, folded, or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.
LESS THAN CONTAINER LOAD (LTL) - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.
LOADING OR UNLOADING - means the physical placing of cargo into or the physical removal of cargo from containers.
MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more NRAs.
MOTOR CARRIER - means U.S. Motor Carrier or Motor Carriers.
NVOCC SERVICE ARRANGEMENT (NSA) means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time-period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.
NSA SHIPPER - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers’ association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.
NEGOTIATED RATE ARRANGEMENT (NRA) - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
NESTED - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.
NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.
ONE COMMODITY - means any or all 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 MSE EXPRESS AMERICA, INC., a foreign-domiciled registered Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number 024811.
RAIL CARRIER - means U.S. rail carrier or rail carriers.
SHIPMENT - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.
STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.
UNPACKING - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

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Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

EXPLANATION OF ABBREVIATIONS

Ad Val	Ad Valorem	K/T	Kilo Ton
AI	All Inclusive	LCL or LTL	Less than Container Load
BF	Board Foot or Board Feet	LS	Lumpsum
B/L	Bill of Lading	L/T	Long Ton (2240 Lb)
BAF	Bunker Adjustment Factor	M	Measure
BM	Board Measurement	Max	Maximum
C	Change in tariff Item	MBF or MBM	1,000 Feet Board Measure
CAF	Currency Adjustment Factor	Min	Minimum
CBM, CM or M3	Cubic Meter	MM	Millimeter
CC	Cubic Centimeter	MQC	Minimum Quantity Commitment
CFS	Container Freight Station	N/A	Not Applicable
CFT	Cubic Foot or Cubic Feet	NRA	Negotiated Rate Arrangements
CLD	Chilled	NSA	NVOCC Service Arrangements
CM	Centimeter	NHZ	Non-Hazardous
CU	Cubic	NOS	Not otherwise specified
CWT	Cubic Weight	OT	Open Top
CY	Container Yard	P	Pier
D	Door	Pkg	Package or Packages
DDC	Destination Delivery Charge	PRC	People's Republic of China
E	Expiration	PRVI	Puerto Rico and U.S. Virgin Islands
ET	Essential Terms	R	Reduction
Etc	Et Cetera	RE	Reefer / Refrigerated
FAK	Freight All Kinds	R/T	Revenue Ton
FAS	Free Alongside Ship	RY	Rail Yard
FB	Flat Bed	SL&C	Shipper's Load and Count
FCL	Full Container Load	Sq. Ft	Square Foot or Square Feet
FEU	Forty Foot Equivalent Unit	S/T	Short Ton (2000 lbs.)
FI	Free In	SU or S/U	Set Up
FIO	Free In and Out	Free TEU Out and Stowed	Twenty Foot Equivalent Unit
FO	Free Out	THC	Terminal Handling Charge
FOB	Free On-Board	TRC	Terminal Receiving Charge
FMC	Federal Maritime Commission	USA	United States of America
FR	Flat Rack	USD	United States Dollars
Ft	Feet or Foot	VEN	Ventilated
GOH	Garment on Hanger	VIZ	Namely
H	House	VOL	Volume
HAZ	Hazardous	W	Weight
I	New or Initial Tariff Matter	W/M	Weight/Measure
K/D	Knocked Down		
Kilos	Kilograms		

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024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 002**
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Rule 30:	**Access to Tariff Information**

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This tariff is published on the Internet website of MSE EXPRESS AMERICA, INC. at https://mse-america.com/. Please refer to the tariff profile or title page for additional contact information.

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

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Rules 31-200 reserved for future use.

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024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 002
AMENDMENT NO. O
Rule 201: **NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)**

Effective: 06MAR2026 Thru: NONE Expires: NONE Publish: 06MAR2026

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 with shippers.

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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End of Rule Text
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