MSE EXPRESS AMERICA, INC. **ORIGINAL TITLE PAGE**

FMC No.: 024811
NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: 08AUG2018
PUBLISHED DATE: 08AUG2018
EXPIRATION DATE:

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

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 licensed Non-Vessel Operating Common Carrier (NVOCC) by the Federal Maritime Commission (FMC), operating under FMC number 024811.

NOTICE TO TARIFF USERS

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

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

PUBLISHED BY:
MSE EXPRESS AMERICA, INC.
200 DELTA LANE
ELK GROVE VILLAGE, IL 60007
PUBLISHING OFFICER: ROBERT VIETTI
EMAIL: ROBERT.VIETTI@MSE-AMERICA.COM
TEL: 847-238-2600
FAX: 847-238-2506

Tariff Rule Information

Tariff Details

Tariff Number:	**01**
Tariff Title:	**NRA Governing Rules Tariff**
Effective:	08AUG2018
Thru:	None
Expires:	None
Publish:	08AUG2018
Amendment Type:	O
Original Issue:	08AUG2018
Weight Rating:	1,000KGS
Volume Rating:	1CBM
Tariff Type:	Governing NRA Rules Tariff
Certification:	All information contained in this tariff is true, accurate and no unlawful alterations are permitted.

Organization Information

Org Number:	**024811**
Name:	**MSE Expresss America, Inc.**
Trade Name:	
Type:	Non-Vessel Operating Common Carrier
Hdq. Country:	USA
Home Office:	200 Delta Lane Elk Grove Village, IL 60007
Phone:	847-238-2600
Fax:	847-238-2506
Email:	robert.vietti@mse-america.com

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC.
	NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	Table of Contents

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Trade Names utilized by Carrier
Rule 1 – Scope
Rule 1-A – Scope
Rule 1-B – Intermodal Service
Rule 2 – Notice to Tariff Users
Rule 2A – Application of NRAs and Charges
Rule 2-010 – Packing Requirements
Rule 2-020 – Diversion by Carrier
Rule 2-030 – Reserved for Future Use
Rule 2-040 – Container Capacity
Rule 2-050 – Shipper Furnished Container
Rule 2-060 – Measurement and Weight
Rule 2-070 – Overweight Containers
Rule 2-080 – Shipper's Load & Count
Rule 2-090 – Diversion by Shipper or Consignee
Rule 2-100 – Security Fees
Rule 2-110 – Restricted Articles
Rule 2-120 – Freight All Kinds
Rule 2-130 - Alternate Rate Service
Rule 2-140 – AES USA Export Shipments
Rule 2-150 – Documentation Fee
Rule 2-160 – AMS Charges
Rule 2-170 – Submission Cargo Declaration Data
Rule 2-180 – U.S. Customs Related Charges
Rule 2-190 – Lien Notice
Rule 2-200 – Cargo Roll-Over
Rule 2-210 – Free Time Detention/Demurrage/Storage
Rule 3 – Rate applicability
Rule 4 – Heavy Lift
Rule 5 – Extra Length
Rule 6 – Minimum Bill of Lading
Rule 7 – Payment of Freight Charges
Rule 8 – Bill of Lading Face
Rule 8a – Bill of Lading Terms & Conditions
Rule 9 – Freight Forwarder Compensation
Rule 10 – Surcharges & Arbitraries
Rule 11 – Minimum Quantity Rate
Rule 12 – Ad Valorem
Rule 13 – Transshipment
Rule 14 – Co-Loading
Rule 15 – Open Rates
Rule 16 – Hazardous Cargo
Rule 17 – Reserved for Future Use
Rule 18 – Returned Cargo
Rule 19 – Shippers Request or Complaints
Rule 20 – Overcharge Claims
Rule 21 – Use of Carrier Equipment
Rule 22 – Automobiles
Rule 23 – Carrier Terminal Rules and Charges
Rule 23-01 – Destination Terminal Handling Charge
Rule 24 – NVOCC Bond and Process Agent
Rule 25 – Certification of Shippers Status
Rule 26 – Reserved for Future Use
Rule 27 – Loyalty Contracts
Rule 28 – Definitions
Rule 29 – Abbreviations, Codes & Symbols
Rule 30 – Access to Tariff Information
Rules 31-200 – Reserved for Future Use
Rule 201 – NVOCC Service Arrangements (NSA) Essential Terms

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 1:	**Scope**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.**
	NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 1-A:	**Worldwide Ports and Points**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 1-B:	**Intermodal Service**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2:	**Notice to Tariff Users**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2A:	**Application of NRAs and Charges**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-010:	**Packing Requirements**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-020:	**Diversion By Carrier**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-030:	**Reserved for Future Use**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Reserved for future use
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-040:	**Container Capacity**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-050:	**Shipper Furnished Containers**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-060:	**Measurement And Weight**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.
2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 2-070:	**Overweight Containers**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-080:	Shipper's Load And Count

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-090:	Diversion of Cargo (By Shipper or Consignee)

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

A. Definition of Diversion:

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

B. Conditions:

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

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

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

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-100:	Security Fees

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-110:	Restricted Articles

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-120:	Freight All Kinds (FAK)

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-130:	ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-140:	AES USA EXPORT SHIPMENTS

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-150:	DOCUMENTATION FEE

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-160:	AMS PROCESSING FEE

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-170:	SUBMISSION OF CARGO DECLARATION DATA

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 2-180: **U.S. CUSTOMS RELATED CHARGES**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 2-190: **LIEN NOTICE**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-200:	Cargo Roll-Over Fee

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 2-210:	Free Time Detention / Demurrage / Storage

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 3:	Rate Applicability Rule

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 4:	Heavy Lift

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 5:	Extra Length

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 6:	**Minimum Bill of Lading Charges**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 7:	**Payment of Freight Charges**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 8:	**Bill(s) of Lading Face**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

A copy of Carrier’s bill of lading is provided herein.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 8a:	**Bill(s) of Lading Terms and Conditions**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Carrier’s bill of lading, terms and conditions provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

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

“Carrier” means MSE Express America, Inc., acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 App. U.S.C. §1702(17)(B).

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

"Container" includes container, flat, pallet and any other receptacle for Goods (excluding a ship, a rail or road vehicle or an aircraft but including a trailer towed or intended to be towed by a road vehicle) supplied or intended to be supplied by or on behalf of the carrier or the carriage of cargo.

"Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.

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

"Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery", means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.

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

2. CLAUSE PARAMOUNT:

A. To and From non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports by the Carrier and any Participating Carrier, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will apply. The Hague-Visby Rules shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also apply to the Carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.

B. **To or From United States Ports**. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COGSA; the Pomerene Act [49 U.S.C. §80101 et. seq.] for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.

C. Other Applicable Laws. The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions or sections 4281 to 4287, inclusive, of the Harter Act of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute of regulation available to the Owner of the vessel on which the Goods are carried.

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

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

B. Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clauses 2, Carrier shall not in any event be or become liable in an amount exceeding US$500 per Package or customary freight unit.

C. Where the British International Freight Association (BIFA) rules apply by virtue of clauses 2, Carrier's compensation shall not exceed the limitation of liability of 2 SDR per kilo of the gross weight of any Goods lost or damaged by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

IF NO LIMITATION AMOUNT IS APPLICABLE UNDER ANY OF THE ABOVE RULES OR LEGISLATION, THE LIMITATION SHALL BE US$500 PER PACKAGE OR CUSTOMARY UNIT.

4. CARRIER'S RESPONSIBILITY:

A. PORT TO PORT SHIPMENT: Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Delivery so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with other on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

B. COMBINED TRANSPORT:

(1) The carrier acts as agent for Merchant with regard to procuring inland and ocean transportation. If, for any reason, it is adjudged that the Carrier was not acting as the Merchant's agent, then in addition to the defenses and limitation of liability permitted to the Carrier by law and by this bill of lading, the Carrier shall also have the benefit of all defenses available to the participating carrier(s) by law and by the terms of its or their contracts of Carriage and tariffs, all of which shall be deemed incorporated in this bill of lading, as applicable and with respect to inland transportation of the Goods, Carrier will be afforded all of the defenses according to the provisions of any International Convention or national law which is compulsorily applicable in the country, where the inland transportation took place or, if no such law or convention is applicable, then according to the Participating Carrier's contracts of carriage and/or tariffs, if any.

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

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

(a) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under 2(A)(B\) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).

(b) Where under (1) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage.

(c) Where the Hague Rules (or any legislation applying such rules or Hague-Visby Rules such as COGSA) is not compulsorily applicable the Carrier's liability shall not exceed US $2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

(d) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or, if there is no such price, according to the current market price be reference to the normal value of the Goods of the same kind and quality, at such place and time.

(ii) Where the stage of Carriage where the loss or damage occurred can be proved:

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

A. cannot be departed from by private contract to the detriment of the Merchant

B. would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable, and,

(c) where neither (i) or (ii) above shall apply any liability or the Carrier shall be determined by 4(b)(A) above.

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

D. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: The Carrier's liability may be increased to higher value by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and, if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

E. RUST, ETC: It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

F. NOTICE OF LOSS OR DAMAGE: The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three consecutive days thereafter.

5. REFRIGERATED CARGO: Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container, provided that Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the special hold or Container in an efficient state. Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the goods by Carrier. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever. .

6. CARGO STOWED IN CONTAINERS BY MERCHANTS: The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant or their agent shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The merchant, consolidator or inland carrier shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty. The Carrier will not be liable in any event for the particulars furnished by the Merchant as shown on the face of this Bill of Lading. This Bill of Lading is a receipt only for the number of containers, packages or pieces as shown on the face of this Bill of Lading. The Carrier has counted only the number of containers (If container received already loaded) or the number of packages or pieces (if the Carrier has loaded the container) and under no circumstances shall the Bill of Lading be prima facie evidence of the marks, quantity, weight, description, measurement and other particulars furnished by the Merchant. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact.

The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from one or more of the following matters: loss or damage caused by the manner in which the Container has been stuffed; loss or damage caused by the unsuitability of the Goods for Carriage in Containers; loss or damage caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; and loss or damage if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

7. OPTIONS OF THE CARRIER:

A. Subcontracting: The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant shall defend, indemnify and hold harmless the Carrier against any claims, which may be made upon the Carrier by any servant, agent or subcontractor of the Carrier in relation to the claim against any such person made by the Merchant. The provisions of COGSA or its applicable foreign equivalent at point of origin or

destination shall apply by agreement of the parties to all agents, contractors, and subcontractors, including but not limited to, draymen, truckers, and stevedores, prior to the loading of and after the unloading of the cargo. Without prejudice to the foregoing, every such servant, agent and subcontractor shall be entitled to the same rights, exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading, tariff or statute, including but not limited to the provisions of COGSA or its applicable foreign equivalent, to which Carrier is entitled and for the benefit of the Carrier as if such provisions were expressly for their benefit, and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his Own behalf but also as agent and trustee for such servants, agents and subcontractors. The above shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them. By entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent or trustee for such Persons and vessels, and such Persons and vessels shall to this extent be deemed parties to this contract.

B. Route and Tran-shipment: The Carrier may at any time and without notice to the Merchant, use any means of transport or storage in any reasonable manner and by any reasonable means, methods and routes, including but not limited to, inland carriage by truck, rail and/or air; load or carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government, authority, or any Person or body acting or purporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, save or attempt to save life or property, adjust navigational instruments, make trial trips, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons to tow or be towed, or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores, and sail armed or unarmed. These liberties may be invoked by the Carrier (without notice to the Merchant), either with or without the goods on board, for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

C. Conditions affecting Performance:

(1) Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind including strike and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to:

i. treat the performance of this contract as terminated, abandon the Carriage of the Goods and place the goods, or any part of them, at Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; or

ii. continue the Carriage and deliver the goods at the place of delivery. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

(2) If, after storage, discharge, or any actions taken above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 7C(1), including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.

(3) The situations referred to in sub-part 7C(1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage.

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

D. Variation of the Contract: Only Carrier's officers, directors, or agents with actual authority shall have power to waive, vary, alter, or modify any terms herein. Any changes must be agreed upon in writing by Carrier and Merchant.

E. Stowage in Containers: Where the goods are not received by Carrier already in containers or the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality. Goods may be stuffed by the Carrier and may be stuffed with other Goods. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

F. On Deck Storage: Containers, whether goods therein bestowed by the Carrier or by the Merchant, and unit load machinery not containerized may be carried on or under deck without notice to the Merchants and if they are so carried, COGSA or the Hague Rules incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in General Average whether carried on or under deck.

G. Inspection of Goods: Upon cause, the Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open and inspect the Goods in any Container or package at any time.

8. GOVERNMENT DIRECTIONS, ETC.: The Carrier, Master and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage.

In addition to all other liberties herein, the Carrier shall have the right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority or either of them, In any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

9. MERCHANTS RESPONSIBILITY: Merchants and their agents shall be jointly and severally liable to carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container or the Goods before delivery to the Carrier at the port of loading or between containers to the Carrier. If the goods are delivered in a container, the Merchant undertakes to return the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier for any injury, loss or damage, including fines arising from Merchant's failure to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container fare weight and cargo weight) and also for any kind of rerouting of the Goods at the Merchant's request or for any other act, fault or neglect of the Merchant, his agent or his servants for which the Carrier may become liable. If the container is discharged from the vessel with seals intact, the Carrier shall not be liable for any loss or damage to contents of container unless it be proven that such loss or damage was caused by the Carrier's negligence.

Merchant shall defend, indemnify and hold harmless the Carrier against any loss or damage to the vessel or cargo or to any persons or property caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such Merchant be principal or agent and such Goods so shipped may be thrown overboard or destroyed at any time without compensation

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

11. FREIGHT AND CHARGES:

A. Pre-paid freight, whether actually paid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and litigation, including reasonable attorneys' fees.

B. The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing on board and expenses incurred in repairing damage to and replacing of packaging due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

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

D. The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the vessel and/or goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period or whether Merchant has already made payment to the freight forwarder.

E. The Merchant shall be jointly and severally liable for all, and indemnify the Carrier against all dues, duties, fines, taxes and Charges, including consular fees levied on the goods or all fines and/or losses sustained or incurred by the Carrier in connection with the goods however caused, including the procedure consular, board of health, or other certification to accompany the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.

F. The Carrier is entitled, and Merchant is liable, in case of incorrect declaration of contents, weight, measurements or value of the Goods, to claim double the correct amount of freight which would have been due if such declaration had been correctly given. For the purposes of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. Merchant will also be liable for the expenses incurred in determining and ascertaining the correct details.

G. Merchants shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to make delivery whether or not the front of this bill of lading has been marked "prepaid " or "collect " so long as freight and charges remain unpaid.

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

I. Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

12. GENERAL AVERAGE: General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. The Amended Jason Clause as approved by BIMCO is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard. Notwithstanding the above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim, whether due to negligence or not, (and any expense rising therefrom) of a General Average nature which may be made against the Carrier, and shall provide such security as may be required by the carrier in this connection. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

13. LIEN: The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction,

without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

14. WAREHOUSEMAN LIEN
If Goods go into demurrage, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

15. LAW AND JURISDICTION: Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

16. BOTH- TO-BLAME COLLISION CLAUSE:
If the vessel carrying the Goods (the carrying vessel) collides with any other vessel or object (the non-carrying vessel or object) due to the negligence of the non-carrying vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify, and hold harmless the Carrier against all claims, liability, costs, attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying vessel or object.

17. NOTICE OF CLAIM AND TIME BAR: Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by the Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought in the United States District Court for the Southern District of New York within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law, which shall apply.

18. CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE:
The goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents or Carrier's web-site. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail, with the exception that any regulations relating to Negotiated Rate Arrangements ("NRA") contained in Carrier's Rules Tariff, the NRA regulations shall prevail.

19. SEVERABILITY: If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as is such invalid or unenforceable provisions were not contained herein.

20. SURRENDER AND NEGOTIABILITY OF BILL OF LADING: This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.**
	NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 9:	**Freight Forwarder Compensation**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Carrier may pay compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.

B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:

1) The coordination of the movement of the cargo to shipside
2) The preparation and processing of the ocean Bill of Lading
3) The preparation and processing of dock receipts or delivery orders
4) The preparation and processing of consular documents or export declarations
5) The payment of the ocean freight charges on the cargo

C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
F. No compensation shall be paid to anyone at port or ports of destination.
G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.
H. Freight Forwarder Compensation shall be as specified in each individual NRA, if any.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 10: **Surcharges, Assessorial and Arbitraries**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 11: **Minimum Quantity Rates**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Carrier may charge minimum quantity rates in each individual NRA.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 12: **Ad Valorem Rates**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 13: **Transshipment**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Not Applicable.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 14: **Co-Loading in Foreign Commerce**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs.
(1) The Carrier from time to time tenders cargo for co-loading.
(2) The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with the following NVOCCs from time to time:

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

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 15: Open Rates in Foreign Commerce

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Not Applicable.
RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 16: Hazardous Cargo

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

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

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

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

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

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

G. The gross weight of each type of package or the individual gross weight of each package;
H. The Harmonized Code, SITC or BTN number of the commodity;
I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.

9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to insure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to insure that all pieces, packages and units in the shipment are clearly and properly marked with the required labels and placards.

10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.

11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.

12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 17:	**Reserved for Future Use**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Reserved for future use

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 18:	**Returned Cargo in Foreign Commerce**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01 - Between (US and World)**
AMENDMENT NO. O	
Rule 19:	**Shippers Requests in Foreign Commerce**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 20: Overcharge Claims

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

A. Bill of Lading Commodity Description

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

B. Overcharges

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

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 21: Use of Carrier Equipment

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 23: Carrier Terminal Rules and Charges

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

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

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 24:	NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

555 College Road East, Princeton, NJ 08543

Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable; Carrier is domiciled in the U.S. See Title Page and/or Tariff Record for additional contact information.

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 25:	Certification of Shipper Status in Foreign Commerce

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 26:	

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Reserved for future use

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 27:	Loyalty Contracts in Foreign Commerce

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Not Applicable.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.**
	NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O	
Rule 28:	**Definitions**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811 **MSE EXPRESS AMERICA, INC.**
NRA RULES TARIFF NO. 01 - Between (US and World)
AMENDMENT NO. O
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

EXPLANATION OF ABBREVIATIONS

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

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01**
AMENDMENT NO. O	
Rule 30:	**Access to Tariff Information**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

This tariff is published on the Internet web site of MSE Express America, Inc. at http://www.mse-america.com. Please refer to the tariff profile or title page for additional contact information.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	**MSE EXPRESS AMERICA, INC.** **NRA RULES TARIFF NO. 01**
AMENDMENT NO. O	
Rule 31-200:	**Reserved for Future Use**

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

Rules 31-200 reserved for future use.

RETURN TO TABLE OF CONTENT

Tariff Rule Information

024811	MSE EXPRESS AMERICA, INC. NRA RULES TARIFF NO. 01
AMENDMENT NO. O Rule 201:	NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 08AUG2018 Thru: NONE Expires: NONE Publish: 08AUG2018

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

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

RETURN TO TABLE OF CONTENT

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