

# **Tariff Rules**

## **NVOCC Non-Vessel Operating Common:**

Carrier Rules Tariff (Tariff Rules Number 12-2024)

Tariff Title Page

SACO SHIPPING LINE LIMITED

FMC Org. No. 025875

From: Tariff Origin Scope

To: Tariff Destination Scope

Effective May 28, 2024

All information contained within this tariff is true and accurate and no unlawful alterations will be permitted.

For details of rates, please contact: [info@sacoshippingline.com](mailto:info@sacoshippingline.com)

## **NVOCC Non-Vessel Operating Common Carrier**

(Tariff Rules Number 12- 2024)

Naming Rules and Regulations between US Ports & Points and Worldwide Ports & Points.

- A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (NRA's) effective December 21, 2013.
- B. NVOCC NRA means the written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on or after receipt of the cargo by the carrier or its agent (originating carrier in the case of through Transportation).
- C. Carrier's Rules are provided free of charge to Shipper at [www.sacoshippingline.com](http://www.sacoshippingline.com) containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of carrier.
- D. Carrier shall issue booking confirmations, quotations, e-mails, and possibly other written communications, which collectively shall be considered an NRA, and which will constitute an offer by Carrier to shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper to this offer, and the terms of the NRA shall bind the parties.

### **Publishing Office:**

**SACO SHIPPING LINE LIMITED**

**44, Kroytser, Panorama Residence Block A, Flat 01,3120 Limassol Cyprus**

**Scope:**

*Filing Information:*

*Effective Date: May 28, 2024*

Rules, regulations and NRA's published herein apply between United States Atlantic and Gulf Coast Ports, United States Pacific Coast Ports, and Great Lake Ports and Inland Ports (See Paragraph A) and Worldwide Ports and Points.

Service:

Motor/Ocean, Ocean/motor, Rail/Ocean, Ocean/Rail and Rail/Motor/ocean combinations of service with single factor through rates as specified in the NRA's.

Interchange Ports:

United States Atlantic, Gulf, Pacific and Great Lakes Ports.

Liability:

Carrier shall be liable to Shipper for Rail and/or Motor movements in accordance with the terms and conditions of the Carrier's Combined Transport Bill of Lading or other applicable transport document issued by Carrier.

A. Worldwide Ports And Points:

The geographic scope of the NRA shall cover the Trade between ports and points served via such ports in the United States and any ports or points served via such ports worldwide, on one hand, and between ports or points served via such ports worldwide and ports or points served via ports in the United States, on the other hand.

**Application of NRA's and Charges**

*Filing Information:*

*Effective Date: May 28, 2024*

1. NRA's apply from the time of booking. If there are any changes a new NRA will be issued.
2. NRA's are stated in the terms of U.S. Currency and apply per 1,000 kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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.
3. Except as otherwise provided, NRA's do not include Marine Insurance or Consular Fees.
4. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom and Border Protection Declaration or Shippers Export Declaration covering the shipment. Carrier will verify the Bill of Lading description with the validated United States Custom Declaration,

Custom Entry or Shippers Export declaration including Schedule "B" Number and Dock Receipt. Shipper amendments in the description of goods will only be accepted if validated by United States Customs and Border Protection.

5. Force Majure Clause: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent or threaten to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labor of any kind; civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; pandemic, Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.
6. For the movement of cargo From/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems as necessary to guarantee safe and efficient movement of said cargo.
7. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of goods shall be within the sole discretion of the Carrier.
8. Any tollage, wharfage, handling and/or other charges/surcharges 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 Lading in connection with the storage, handling, and receipt of cargo before loading on the vessel shall be for the account of the Cargo, and if such charges are assessed against the vessel, the Carrier shall in turn bill and collect the same charges in its full amount from the Shipper. Any additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

# Bill(s) Of Lading:

## Filing Information:

Effective Date: October 2023

### COMBINED TRANSPORT BILL OF LADING

#### 1. Applicability

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

#### 2. Definitions

"Carrier" means the party on whose behalf this Bill of Lading has been signed. "Merchant" includes the Shipper, the Receiver, the Consignor, and the Consignee, the holder of the Goods and the servants and agents and principals of any of them, all of whom shall be jointly and severally liable to the Carrier for the payment of Freight, and for the performance of the obligations of any of them under this Bill of Lading. "Goods" means the cargo received from the Shipper and includes a Container supplied by the Carrier. "Container" includes a container, trailer, transportable tank, flat rack, pallet or any other article used to contain or store Goods or any equipment thereof or connected thereto. "Cargo" means the whole of the operations and the services undertaken by the Carrier in respect of the Goods. "Combined Transport" arises when the Place of Acceptance and/or the Place of Delivery are set out on page two overleaf in the relevant margin.

#### 3. Carrier's Tariff

The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier or its agents. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

#### 4. Time Bar

All liability, whatsoever, of the Carrier shall cease unless suit is brought within 9 months after delivery of the Goods or the date when the Goods should have been delivered.

#### 5. Law and Jurisdiction

Except as otherwise provided specifically herein, disputes arising under this Bill of Lading in or in connection therewith shall be determined exclusively by the High Court of Justice in London and in accordance with the English law. Any actions against the Merchant may, at the Carrier's sole option, also be brought in the countries of the Port of Loading, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

#### 6. Subcontracting

The Carrier shall be entitled to subcontract the whole or any part of the contract of Carriage, loading, unloading, stowage, warehousing, handling including, but not limited to all duties usually undertaken by a Carrier.

#### 7. Methods and Order of Transportation

The Carrier may at any time and without notice to the Merchant:

- use any means of transport (water, land and/or air) or storage whatsoever;
- tranship or carry the Goods on another vessel or conveyance or by any other means of transport than that named on page two overleaf;
- proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route at any speed, and proceed to or stay at any place whatsoever once or more often and in any order or combination at any port, whether scheduled or not;
- terminate the transportation and discharge Goods or Containers or other packages and items and/or store contents at any place whatsoever, ashore or afloat, in the open or covered, and require the Merchant to take delivery and, upon failure to do so, warehouse the Goods at risk and expense of Merchant and Goods;
- comply with any orders, directions or recommendations given by any government or authority or any person or body acting in connection with or to act with the authority of any government or authority or having under the terms of the insurance on the Vessel or other conveyance employed by the Carrier the right to give such orders, directions or recommendations;
- take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

The liberties set out in Clause 7(a) through 7(f) may be invoked for any purpose whatsoever given if not connected with the carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any delay arising therefrom, shall be deemed to be within the contractual and contemplated carriage and not be an unreasonable deviation. Notwithstanding, the Carrier shall be entitled to full charges and any additional freight, storage and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from Merchant, and the Carrier shall have a lien on the Goods for same.

#### 8. Optional Stowage

(1) Goods may be stowed by the Carrier by means of and in, for example, Containers, Trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate Goods.

(2) Containers, trailers, transportable tanks and covered and uncovered flats, whether stowed by the Carrier or received by it in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant and if so carried, the legislation referred to in Clause 11 below shall apply notwithstanding carriage on deck and the Goods and/or Containers shall contribute to General Average as if carried under deck. Notwithstanding anything contained in this Clause the Carrier shall be under no liability whatsoever for loss, damage or delay howsoever occurring to Goods stowed on page two overleaf hereof to be carried on deck or on cart or to live animals whether or not carried on or under deck.

#### 9. Hindrances affecting performance

(1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery or as near thereto as under the prevailing circumstances possible.

(2) If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind the Carrier (whether or not the transport is commenced) may at any time at its sole discretion and without notice to the Merchant:

- abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease, or sell the Goods;
- without prejudice to the Carrier's right to abandon the Carriage under sub-Clause (a) above, continue the Carriage;
- in any event the Carrier shall be entitled to full freight for Goods received for transportation and additional contribution for extra costs resulting from the circumstances referred to above. The Carrier exercising the liberties under this Clause shall not be under any obligation to take any particular measure and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this Clause.
- The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

#### 10. Option of Inspection

The Carrier may at its option open any Container or package to inspect the contents. If it appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expense, the Carrier may abandon the transportation and/or take any measures and/or incur any reasonable additional expenses to continue carriage or store Goods, which storage shall be deemed to constitute due delivery hereunder. The Merchant shall indemnify the Carrier against any reasonable additional Charges so incurred, unless due solely to the Carrier's fault.

#### 11. Basic Liability

(1) The Carrier shall be liable for loss of or damage to the Goods occurring between the time when it receives the Goods into its charge and the time of delivery. In the case of a multimodal transport and if the place of damage or loss of the Goods is known, the responsibility of the Carrier is determined by the law which applies to this kind of carriage.

(2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- act or neglect of the Merchant;
- compliance with the instructions of the person(s) entitled to give them;
- the lack of, or defective conditions of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
- handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
- inherent vice of the Goods;
- insufficiency or inadequacy of marks or numbers on the Goods, covering or unit loads;
- strikes or lock-outs or stoppages or restraints of labour from whatever cause whether partial or general;
- nuclear incident;
- act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel;
- fire, unless caused by the actual fault or privity of the Carrier;
- act and instructions of governments, of prices and rules, act of god, force majeure or authorities (including custom authorities) performing their duties;
- independent subcontractors not appointed by or in the direct services of the Carrier;
- any cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

(3) Where under Clause 11 (2) the Carrier is not under any liability 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 under this Clause have contributed to the loss or damage.

(4) It shall be presumed that a damage which under the circumstances of the case is attributable to such causes or events as are listed in Clause 11 (2) were caused by these causes or events. The Merchant shall however be entitled to prove that the loss or damage was not in fact caused either wholly or partly by one or more of these causes or events.

#### 12. Limits of Liability

(1) When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods at the time when they were received by the Carrier and the value of the Goods at the time when they were delivered to the Merchant in accordance with the contract or when they should have been so delivered.

(2) The sound value of the Goods shall be fixed according to the commodity exchange price or, if there is no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality and is determined by the FOB value of the Goods as ascertained and issued.

(3) Compensation per Bill of Lading for Goods lost or damaged or for other damages shall not exceed US\$ 1,000.00 legal tender of the USA.

(4) Compensation shall not, however, exceed the limits of the Hague Rules, Hague-Visby Rules/ US COGSA '1936 or any other limit set under the applicable Conventions, in all other events the compensation shall not exceed US\$ 2.00 per kilo of gross weight of the Goods.

(5) Higher compensation may be claimed only when, with the consent of the Carrier, the value for the Goods declared by the Shipper and which exceeds the limits laid down in this Clause has been stated on page two overleaf of this Bill of Lading at the place indicated and when an ad valorem freight has been paid. In that case the amount of the declared value shall be substituted for that limit.

#### 13. Special Provisions for Liability and Compensation

(1) Notwithstanding anything provided for in Clauses 11 and 12 above, the loss or damage of the Carrier or the Merchant shall, in respect of liability of the Carrier, be determined by the provisions contained in any international Convention or national law which provisions cannot be displaced from by private contract, to the detriment of the claimants and which would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport when the loss or damage occurred and if there was received as evidence thereof any particular document which must be issued under such international Convention or national law shall apply.

(2) If neither the Hague- or Hague-Visby Rules or US COGSA '1936 or The Water Carriage Act of 1936 apply to the carriage of the Goods, the provisions, the liability of the Carrier in respect of any carriage by sea shall be determined by the International Convention for the Unification of certain rules relating to Bills of Lading dated 25 August 1924 (Hague Rules) and any subsequent amendments thereto. The Hague-Visby Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways as if such carriage were carriage by sea. They shall also apply to all Goods other than live animals.

(3) If it cannot be proven where or when or at what stage of the Carriage the Goods were lost or damaged, it shall be conclusively deemed to have occurred while the Goods are in the custody of the Carrier, such finding being in accordance with the provisions of Clause 13 (2).

- If the place of receipt of place of delivery is not named on page two overleaf, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the vessel;
- If the place of delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises subsequent to discharge from the vessel;
- The clauses 11 to 13 of this Bill of Lading apply in addition to and shall not be construed as derogating from any defence or exclusion, restriction or limitation of liability available to the Carrier under the terms of this Bill of Lading or otherwise.

#### 14. Delay, Consequential Loss

Unless expressly agreed, the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall not be liable for direct, indirect or consequential loss or damage caused by delay, if the Carrier should nevertheless be held liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall be limited to the freight for the transport covered by this Bill of Lading, or to the value of the Goods as determined in Clause 12, whichever is the lesser.

#### 15. Notice of Loss or Damage to the Goods

(1) Unless notice of loss of or damage to the Goods, specifying the general nature of such loss or damage, is given in writing by the Merchant to the Carrier when the Goods are handed over to the Merchant, such handing over is prima facie evidence of the delivery by the Carrier of the Goods as described in the Bill of Lading.

(2) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within three (3) consecutive days after the day when the Goods were handed over to the Merchant.

#### 16. Defences and Limits for the Carrier, Servants, etc.

(1) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods whether the action be founded in contract, bailment or in tort and even if the loss or damage arose as a result of unseaworthiness, negligence or fundamental breach of contract.

(2) The Merchant undertakes that no claim shall be made against any servant, agent, subcontractor or other persons whose services the Carrier has used in order to perform this Contract and if a claim is nevertheless made, to indemnify the Carrier against all consequences thereof.

(3) Without prejudice to the foregoing, every such servant, agent and subcontractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier including Clause 9 hereof (the law and jurisdiction clause) as if such Terms and Conditions (including Clause 5) were expressly for their benefit and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

#### 17. Merchant's Responsibility

The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity and weight, as furnished by it and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies or inadequacy of such particulars. The Merchant shall remain liable even if the Bill of Lading has been transferred.

#### 18. Shipper-packed Containers

(1) If a Container has not been loaded, packed or stowed by the Carrier, the latter shall not be liable for loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:

- negligent loading, packing or stowing of the Container;
  - the contents being unsuitable for carriage in the Container; or
  - the unsuitability or defective condition of the Container unless the Container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the Container was filled, packed or stowed.
- (2) The Carrier does not accept liability for damage due to the unsuitability or defective condition of any equipment supplied by the Merchant.
- (3) Containers supplied by or on behalf of the Carrier shall be returned to the Carrier with Interiors clean, odour free to the point or place designated by the Carrier in the same order and condition as handed over to the Merchant at the port of loading or any other inland destination and within the time prescribed in the Carrier's tariff or elsewhere. Should a Container not be returned in such manner the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.
- (4) Containers released into the care of the Merchant for packing, unpadding or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

#### 19. Dangerous Goods

(1) The Merchant shall comply with all internationally recognised requirements and all rules which apply according to national law or by reason of international Conventions, relating to the carriage of Goods of a dangerous nature, and shall in any event inform the Carrier in writing of the exact nature of the danger before Goods of a dangerous nature are taken into charge by the Carrier and indicate to it, if need be, the precautions to be taken.

(2) Goods of a dangerous nature which the Carrier did not know were dangerous, may, at any time or place, be unladen, destroyed, or rendered harmless, without compensation. The Merchant shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

(3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to any person or property, they may in a like manner be landed at any port or place designated by the Carrier without liability on the part of the Carrier except to the General Average.

(4) Any necessary charges to be clearly marked with an asterisk on page two overleaf.

#### 20. Freight and Charges

(1) The freight payable hereunder has been calculated and based on particulars which shall survive delivery of the Goods to the Merchant. The Carrier shall be entitled at any time to reweigh, remeasure or revalue the Goods for this purpose to open and remove and examine the contents of any Container(s) and if the particulars furnished are found to be incorrect, the freight shall be adjusted accordingly with a surcharge of 30% of the adjusted freight and the Merchant shall also pay any expenses incurred by the Carrier in checking the said particulars.

(2) Freight shall be deemed completely earned on receipt of the Goods by the Carrier and non-returnable in any event. Goods and/or Vessel lost or not lost and shall be paid by the Merchant immediately without any set-off, counter-claim or deduction or any form of excution but at latest before delivery of the cargo.

(3) Charges and/or expenses and/or claims, fines, penalties, damages, costs and other liabilities which may be incurred or imposed upon the Carrier by reason of any breach by Merchant of any of the terms and provisions of this Bill of Lading or of any other regulations, requirements or equipment required by the Merchant as agreed and/or under the conditions of this Bill of Lading and/or under the statutory law are payable on demand shall be considered definitely payable in full by the Merchant as soon as the charges/expenses have been incurred.

(4) Merchants shall be jointly and severally liable to Carrier for freight, charges, expenses, demurrage, detention, advances and any and all costs associated with the abandonment of the Goods or refusal of the consignee to take delivery of the Goods or not page two overleaf has been "prepaid" or "collected" so long as freight, charges, expenses etc. (see above) remain unpaid.

#### 21. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto which shall survive delivery of the Goods for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and whilst at sea and the Carrier's liability, in respect of such sums, shall be limited to the amount of the sums due from him to the Carrier in connection with any other shipment of the Merchant. The Carrier may exercise its lien at any time and place in its sole discretion and may dispose of the Goods privately or by public auction without notice to the Merchant.

#### 22. General Average

(1) General Average shall be adjusted at any port or place at the Carrier's option, and be settled according to the York-Antwerp Rules 1954, including all Goods, whether carried on or under deck. The New Jason Clause, as approved by BIMCO, to be considered as incorporated herein.

(2) Security (including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods.

#### 23. Both-to-Blame Collision Clause

The Both-to-Blame Collision Clause as adopted by BIMCO shall be considered incorporated herein.

#### 24. U.S. Trade

(1) In case the contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America, 1936 (U.S. COGSA), then the provisions stated in the said Act shall govern before loading and after discharge and throughout the entire time the Goods are in the Carrier's custody.

(2) If the U.S. COGSA applies, and unless the nature and value of the Goods have been declared by the shipper before the Goods have been handed over to the Carrier and insofar as this Bill of Lading, the Carrier shall in no event be or become liable, in respect of any loss of or damage to the Goods in an amount exceeding US\$ 500 per package or customary freight unit.

(3) The Southern District Court of New York to have sole jurisdiction in cases that are litigated for cargo shipped to or from the United States of America.

#### 25. Non-Walver and Severability

Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or defence, immunity, exemption, limitation of or exoneration from liability contained in applicable laws. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the Carrier's applicable tariff incorporated herein by virtue of Clause 3 above) shall be separable, and if any part or term hereof shall be held invalid, this shall not affect the validity or enforceability of any other part or term hereof.

SACO SHIPPING LINE LIMITED

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PANORAMA Residence

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215, Limassol

Cyprus

HE 351149

FWC-Organization No. 025875

Version: October 2023

## **Surcharges and Arbitraries:**

*Filing Information:*

*Effective Date: May 28, 2024*

Surcharges that are assessed by the underlying ocean common carrier shall be for the account of the cargo and are as per the NRA.

## **Valorem NRA's:**

*Filing Information:*

*Effective Date: May 28, 2024*

1. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
2. If the Shipper desires to be covered for a valuation in excess if 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 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 rates applying to the commodities shipped as specified herein.
3. Where the 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 NRA.

## **Co-Loading In US Foreign Commerce:**

*Filing Information:*

*Effective Date: May 28, 2024*

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an Ocean Carrier under the name or more of the NVOCC's.

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded, and/or Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for the carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each

applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where the Carrier is the tendering NVOCC, the Carrier will be responsible to the receiving NVOCC for payment of any charges for transportation of the cargo.

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

## **Shippers Requests in Foreign Commerce:**

*Filing Information:*

*Effective Date: May 28, 2024*

Any shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, electronic mail, courier, facsimile, or telex. Requests and Complaints are to be sent directly to the Carrier in the address shown in the Tariff Rules. You may also send any inquiries to [nra.inquiry@sacoshippingline.com](mailto:nra.inquiry@sacoshippingline.com)

As used in these Tariff Rules, the phrase "Requests and Complaints: means any communication requesting a change in tariff rates, rules, or regulations, objecting to rate increase or other tariff charges, and protests against erroneous billings to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing,

## **Overcharge Claims:**

*Filing Information:*

*Effective Date: May 28, 2024*

- A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Rules within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expense incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.
  - B. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984, as amended.
  - C. 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, pursuant to the Shipping Act of 1984, as amended. Such claims must be filed within three years of the date of receipt of shipment by Carrier ( in accordance with Rule 3).
- 11 USE OF CARRIER EQUIPMENT.

## **Use of Carrier Equipment:**

*Filing Information:*

*Effective Date: May 28, 2024*

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

## **NVOCC's in Foreign Commerce: Bonds and Agents:**

*Filing Information:*

*Effective Date: May 28, 2024*

### **A. BONDING OF NVOCC'S:**

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515.21 to ensure the financial responsibility of the Carrier for the payment of any judgement arising from its transportation related activities, order for reparations issued pursuant to the Shipping Act of 1984, as amended, or penalties assessed pursuant to the Shipping Act of 1984, as amended.
2. Bond No. 50124
3. Name of Surety Company that issued the bond: International Bond & Marine Brokerage LTD, Two Hudson Place, 4<sup>th</sup> Floor, Hoboken, NJ 07030

### **B. RESIDENT AGENT:**

1. In any instance in which the designated legal agent cannot be served because of death, disability, or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for the service of process.
2. Service of administrative process, other than the subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Agent for Service of Process Address: Not Applicable.

## **Certification of Shipper Status in Foreign Commerce:**

*Filing Information:*

*Effective Date: May 28, 2024*

- A. In accordance with law, each Shipper who is a Non-Vessel-Operating Common Carrier shall provide to Carrier prior to tendering any shipment, a copy of the current list of

tariffed and bonded NVOCC's provided by the Federal Maritime Commission or other evidence as may be acceptable to the Carrier and Federal Maritime Commission. Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by Non-Vessel-Operating Common carrier. Additional copies of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence initially provided showing compliance with the tariff and bonding requirements shall be sent to Carrier by each Non-Vessel- Operating Common Carrier semiannually, each April 15 and October 15.

- B. If any Non-Vessel Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to Carrier for any fines, penalties, or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98/237.

## **Time/ Volume Rates in Foreign Commerce:**

*Filing Information:*

*Effective Date: May 28, 2024*

Not applicable.

## **Negotiated Rate Arrangements:**

SACO SHIPPING LINE LIMITED (FMC No. 025875) hereby provides notice of its intent to invoke the FMC's tariff publication /adherence exemption pursuant to 46 CFR Part 520 and 532.

SACO SHIPPING LINE LIMITED has opted for the exclusive use of Negotiated Rate Agreements.

## **Freight Forwarder Compensation:**

*Filing Information:*

*Effective Date: June 8, 2024*

1. Unless otherwise stated in the applicable NRA, compensation to a licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when such forwarder is licensed with the Federal Maritime Commission and has certified in writing that it holds a valid license and has performed the following services.
  - A. Engaged, booked, secured, reserved, or contracted directly with Shipco Transport Inc. or its agent for space aboard a vessel or confirmed the availability of that space.
  - B. Prepared and processed the Ocean Bill of Lading, dock receipt, or other similar document with respect to the shipment.



2. SACO SHIPPING LINE LIMITED will not pay compensation for services described in Paragraph (1), more than once on the same shipment.
3. If forwarder is also licensed as a NVOCC, the above referenced certification must also include the following statement: The undersigned further certifies that neither it nor any related person has issued a bill of lading or otherwise undertaken common carrier responsibility as a non-vessel-operating common carrier for the ocean transportation of the shipment covered by this bill of lading.
4. SACO SHIPPING LINE LIMITED will not knowingly pay compensation on a shipment in which the forwarder has a direct or indirect interest.
5. The applicable percentage shall be: (Applies on Export Shipments only) FCL \$100 per container, LCL 10% for all destinations except South & Central America where 5% shall be applicable.
6. Force Majeure Clause:  
Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent or threaten to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labor of any kind; civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; pandemic, Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.

## **Definitions And Symbols:**

*Filing Information:*

*Effective Date: May 28, 2024*

### **A. DEFINITIONS:**

**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.

**ALL INCLUSIVE** - means the freight NRA shown with the applicable NRA including ocean freight and all other surcharges and accessorial charges, not including destination charges, except those charges effected by the choice or action of the shipper.

**BILL(S) OF LADING** - means contract of affreightment shipment covering one shipment from one consignor to one consignee with one set of marks.

**CARGO, N.O.S.** - Means commodities not otherwise specified in individual commodity items in this tariff.

**CARRIER** - means SACO SHIPPING LINE LIMITED and/or participating inland carriers.

**CHASSIS** - means a wheeled assembly, with or without container, constructed to accept mounting of demountable trailer body, container or flexivan.

**CONSIGNEE** - means the person, firm or corporation shown on the Bill of Lading as the shipper of the property received by the carrier for transportation.

**CARRIER CONSIGNOR, CONSIGNEE OR SHIPPER** - includes the authorized representatives or agents of such "Carrier", "Consignor" or "Consignee".

**CONTAINER** - means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehiclerack or open top container with/without wheels or bogies attached not less than 20 feet or 6.06 meters nor more than 40 feet or 12.19 meters in length, having a closure of permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortion, all the stress that may be applied in normal service use of continuous transport- station. Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

**CONTROLLEDTEMPERATURE** - means the maintenance of a specified temperature or range of temperatures in carrier's trailers.

**DAY** - means a twenty-four (24) hour period beginning at 12:01 A.M.

**DRY CARGO** - means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

**HOLIDAY** - As used in this tariff shall consist of the following days: New Years Day Washington's Birthday (Third Monday in Feb.) Memorial Day (Last Monday in May) Fourth of July Labor Day Thanksgiving Day Christmas Day when any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

**IN PACKAGES** - Shall include any shipping form other than "in bulk", "loose" "in glass or earthenware, not further packed in our container" or "skids".

**KILO TON** - means 1,000 kilos.

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

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more rate items of this tariff.

**MOTOR CARRIER** - means participating motor carrier(s) as named in this tariff.

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed, each small piece within the next larger piece or three or more of the article must be placed on within the order 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 half inch.

**NON-HAZARDOUS** - means non-label cargo which is permitted stowage between or under decks (other than Magazine) and such will be rated in accordance with the N RA applied therefor, as provided in the NRA and if no specific rate is published, then the Cargo, N.O.S. rate will apply.

**ONE COMMODITY** - means any or all of the article described in any one rate item in the NRA.

**PACKING OR STUFFING** - Covers the actual placing of cargo in to the container as well as the proper stowage and securing thereof within the container.

**POINT** - means a particular city, town, village, community, or other area which is treated as a unit for the application of the NRA.

**PLACE** - means a particular street address or other designation or a factory, store, warehouse, place of business, private residence, construction camp or the like, at a "Point".

**SITE** - means a particular platform or specific location for loading at a "Place".

**STUFFING/UNSTUFFING** -means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

**TRAILER OR CONTAINER** - Used interchangeably, with Container, see definition for "Container".

**TRAILERLOAD** - means an article has been accorded a rate(s) governed by a trailer load minimum weight or measurement per shipment.

**UNITIZED LOAD** - means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together to form a single shipping unit that has been prepared by the shipper in order to facilitate mechanical handling.

**UNPACKING, UNSTUFFING OR STRIPPING** - means the removal of the cargo from the containers as well as the removal of all securing material not constituting a part of the container.

**VEHICLE** - means a container or trailer as more fully defined under container or trailer herein.

**WATER CARRIER'S TERMINAL** - means the place where loaded or empty containers are received by water carrier or delivered by water carrier. The place where water carrier assembles, holds or stores its containers.