

## **RULE 1: GEOGRAPHIC SCOPE**

This tariff covers the transportation of the commodities listed herein between all ports and points in the United States and all ports and points worldwide. Priano Marchelli USA LLC (Priano) offers service only on those routings for which rates are published herein.

### 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 Priano. 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

Priano will provide through intermodal service via all combinations of air, barge, motor, and rail service. Intermodal Rates will be shown as through rates as specified in individual NRAs. Priano liability will be determined in accordance with the provisions indicated on the Bill of Lading. Intermodal through rates apply between points in the U.S. and worldwide destinations.

## **RULE 2: APPLICATION OF RATES AND CHARGES**

2.1 Rates apply on either a per container or weight/measurement basis. Except as provided in an individual NRA, whenever ocean freight and assessorial charges are assessed on a weight/measurement basis, the same shall be assessed on the gross weight or the overall measurement of the cargo, whichever is greater. As used in the context of weight/measurement rates, references to "W" and "M" mean 1,000 kilos and 1 cubic meter, respectively.

2.2 Rates are either "port," "ramp" "container yard" or "door."

(A) With respect to rates at origin:

(l) Rates that are "port" at origin apply from the ocean terminal at the port of loading.

(ii) Rates that are “ramp” at origin apply from the inland rail ramp at the place of receipt of the cargo by Priano.

(iii) Rates that are “door” at origin apply from the location at which the container is stuffed and at which Priano takes possession of the cargo.

All transportation of cargo prior to the point at which Priano’s rates begin to apply as set forth above shall be at the risk and expense of Merchant.

(B) With respect to rates at destination:

(i) Rates that are “port” at destination apply to the ocean terminal at the port of discharge.

(ii) Rates that are “ramp” at destination apply to the inland rail ramp at the place of delivery.

(iii) Rates that are “door” at destination apply to Merchant’s facility at the place of delivery.

All transportation of cargo subsequent to the point at which Priano’s rates cease to apply as set forth above shall be at the risk and expense of Merchant.

2.3 Any additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

2.4 NRAs do not include Marine Insurance or Consular fees.

### **RULE 3: RATE APPLICABILITY RULE**

The rates, charges, and rules applicable to any given shipment shall be those in effect on the date the cargo is received by Priano or its agent, including an inland carrier in the case of an intermodal shipment.

### **RULE 4: MINIMUM BILL OF LADING CHARGES**

Unless otherwise provided in the relevant NRA, the minimum ocean freight and charges to be assessed with respect to cargo moving under a bill of lading shall be the freight and charges applicable to 1,000 kilos or one cubic meter.

### **RULE 5: PAYMENT OF FREIGHT CHARGES**

5.1 Except as otherwise provided in the relevant NRA, all freight and other accrued charges shall be considered earned and shall be payable by Merchant, without refund or offset in whole or in part, upon receipt of the goods by Priano or its agent. With the approval of Priano, freight may be collect or prepaid at destination.

5.2 When freight monies and charges are prepaid, such payment shall be made no later than the time of release of any original Ocean Bill of Lading by Priano to the shipper or his duly authorized Agent.

5.3 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 Priano 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.

5.4 Payment shall be made to Priano or its agent at origin either in U.S. currency or its equivalent in local currency at the free-market exchange rate at the close of business of the day before payment according to <http://www.xe.com>.

5.5 Failure to receive payment of freight charges within the confines of this RULE which requires contracting the services of a collection agency and/or attorney will be subject to a "Collection Expense Fee" of 3% to 5% of the total amount due.

## **RULE 6: CREDIT PRIVILEGES**

At its option, Priano may authorize the extension of credit to a shipper for prepaid charges designated on the bill of lading. The maximum number of calendar credit days allowed is at the sole option of Priano. Said credit days apply after the date of sailing by the carrying vessel from the port of loading for all freight monies and/or charges to be paid at origin, subject to the following conditions:

- A. Priano requires all shippers to maintain a duly executed credit agreement with PRIANO as a condition for extending credit for prepaid freight charges.
- B. Credit will be granted by the issuance of a bill of lading without actual payment of the freight and other charges due even though a "prepaid" or "freight prepaid" bill of lading is issued.

- C. Payments will be made by the shipper in accordance with these rules with respect to any charges not actually paid for prior to sailing of the vessel . Issuance of any bill of lading marked "prepaid" or "freight prepaid" will not be a representation or acknowledgment by Priano that such freight has been paid. The shipper will be absolutely and unconditionally responsible to Priano for payment of all freight and charges which are due even if a "prepaid" or "freight prepaid" bill of lading has been issued or funds for payment have been advanced by the shipper to its forwarder or other agent.
- D. Payment of freight or other charges by the shipper to an unauthorized forwarder or other unauthorized third party will not release the shipper from its obligation to make payment in full to Priano.
- E. Priano reserves the right to suspend the privilege of credit. When credit privileges are suspended, all freight charges due under the credit rule must be paid immediately and on all shipment made after the suspension of credit, freight and charges must be paid in full, prior to, or at the time shipment is tendered to the carrier, in case of prepaid shipment and prior to delivery to consignee, in the case of a collect shipment.

## **RULE 7: BILL OF LADING**

7.1 The following link is to Priano Marchelli USA LLC terms and conditions :

<https://www.aitworldwide.com/getmedia/bb109f1f-01be-4ca9-9fe7-95768a7d0614/Priano-Marchelli-USA-Ocean-Terms-and-Conditions-v27-Dec-2024.pdf>

(see PRIANO Ocean Terms and Conditions)

### **7.2 CHARGES APPLICABLE TO ISSUANCE AND/OR CORRECTION OF BILL OF LADING**

- **BILL OF LADING CHANGE FEE**

A fee of \$100.00 per bill of lading change may be assessed when a shipper requests, after closing of vessel manifest, that the carrier change anything on the bill of lading, such as, but not limited to: shipper information, consignee information, notify party information, contents, weights, measurements, marks, count, commodity description, etc.

- **VESSEL ADJUSTMENT CHARGE**

A fee of \$100.00 per container per vessel adjustment charge may apply when shipper instructs Priano to advance or postpone a shipment to the next available vessel after

cargo has been delivered and received by Priano, or when at the direction of U.S. Customs, or any other U.S. agency, a loaded container is postponed to a vessel other than the one on which the shipment was initially booked.

**RULE 8: SURCHARGES:**

[CargoSphere Tariff Filed Surcharges 2014](#)

**RULE 9: AD VALOREM RATES**

The liability of Priano as to the value of shipments shall be determined in accordance with the clause(s) provided on Priano's Bill of Lading form. Shipper may increase the liability of Priano in excess of the amount set forth in the terms of Priano's Bill of Lading (but in no event more than the fair market value of the goods at the place of discharge) by declaring a value for the goods and having the declared value inserted on the Bill of Lading.

In the event of such declaration by shipper, Priano's liability shall be limited to the declared value of the goods or the fair market value of the goods at the place of discharge, whichever is less. Priano's increased liability shall be subject to the receipt of payment by shipper of the ocean freight rate and charges otherwise applicable to the movement of such goods, plus additional freight equal to 7% of the declared value of the goods.

**RULE 10: CO-LOADING**

- (1) Priano tenders cargo for co-loading from time to time.
- (2) Priano enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time, as well as others not provided below. The absence of a co-loader's name in the below shall not prohibit Priano from co-loading with such entity.

<b>CO-LOADER</b>
Carotrans
EZ Logistics
Shipco
Vanguard

- (3) If Priano 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 Priano issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Priano 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. Priano's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to PRIANO as a shipper.
- (5) Priano as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for co-loading.
- (6) Co-loading rates. If cargo is accepted by Priano from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

## **RULE 11: DANGEROUS AND HAZARDOUS CARGO**

### Section A - Dangerous and Hazardous Governing Publications

Hazardous Cargo is defined as any substance or material which has been identified and designated in accordance with the governing international or national standards as being capable of posing an unreasonable risk to health, safety, property, and the environment.

Throughout this governing tariff, NVOCC Service Arrangements (NSAs), and Negotiated Rate Arrangements (NRAs), the transportation and classification of explosives, combustible liquids, radioactive materials or other dangerous or hazardous cargo shall be in accordance with the International Maritime Dangerous Goods Code (IMDG) as issued by the International Maritime Organization (IMO).

Shipments to or from the USA shall be transported and classified in accordance with the U.S. Code of Federal Regulations Title 49 (49CFR) Subtitle B, Chapter 1, Subchapter C, Parts 171-180 The Code of

### Section B - Dangerous and Hazardous Materials – Provisions for Shipment.

1. Shipper, including agent of shipper, shall be knowledgeable of the applicable hazardous regulatory requirements standards and ensure compliance with such requirements and standards. including but not

limited to, classification, identification of such materials on shipping papers including appropriate clauses on the bill of lading, provision of 24-hour emergency response telephone numbers, packing and labeling, training, and all other requirements concerning emergency response information described in 49 C.F.R. Part 172 and other related requirements in Parts 171-176.

2. Priano reserves the right to refuse to accept or transport cargo which, in the judgment of the Priano, is objectionable or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Priano cannot reasonably provide or obtain safe and suitable terminal space or stowage. Further Priano 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 herein.
3. All hazardous cargo documentation (i.e. shipping papers including Hazardous Cargo Declaration, Material Safety Data Sheet, etc.) required by this Shipper in accordance with the IMDG and other applicable laws, regulations, and standards, MUST be provided to Priano at least 24 hours prior to cargo being offered for transport to Priano or its designated intermodal transporters.
4. Hazardous cargo which has not been booked as hazardous with Priano nor documented as dangerous when offered for transport to Priano or Priano's designated intermodal transporters will be considered undeclared hazardous cargo. All costs, fines and penalties related to the undeclared dangerous cargo including but not limited to documentation, packaging, marking, labeling, placarding, blocking and packaging, blocking and bracing, cargo handling storage, haulage, and/or stowage plus administrative costs of Priano, will be for the shipper's account.
5. Shipper shall indemnify and hold harmless Priano against any and all lawsuits, claims, fines or penalties, whether civil or criminal, which may be asserted, brought or levied against Priano as a direct or indirect result of Shipper's failure to comply with the provisions herein, or as a result of shipper's failure to comply with any applicable law, rule, regulation, or

international standard pertaining to the transportation, packaging, placarding, handling, storage, classification, or disposal of hazardous materials.

6. For containerized dangerous or hazardous CFS cargo, Priano may, when required by governmental authority, unload such cargo at off-dock public or private container freight stations authorized to handle such cargo. Transportation from port and unloading costs will be at Priano's expense. Storage or handling charges subsequently incurred on cargo after unloading will be for the account of cargo. Non-dangerous cargo co-loaded in the same container with dangerous or hazardous cargo will be accorded the same treatment as dangerous or hazardous cargo.

#### Section C - Explosive Cargo

Explosive cargo will be understood to include commodities falling within Class 1 according to the provisions of the International Maritime Dangerous Goods Code as issued by the International Maritime Organization (IMO).

The transportation of Explosives will be governed by the United States Code of Federal Regulations, i.e. 49 C.F.R. Title 46 , Shipping Parts § 170-179, as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code.

Section F – Hazardous Charge shall apply pursuant to the NRA

#### **RULE 12: RESTRICTED COMMODITIES**

PRIANO reserves the right to refuse to transport any goods which, in its judgment, are objectionable or likely to injure the conveyance, docks or other cargo or for which, in PRIANO's sole judgment, it has no safe and suitable stowage.

The following articles will not be accepted for transport unless prior arrangements have been made with, and shipment is authorized by, PRIANO:

1. Explosives, fireworks, inflammable, dangerous, or objectionable goods will be accepted for transportation only after prior booking arrangements have been made with and accepted by PRIANO and only when shipping container, marking, and packing requirements



for, and handling, stowage and transportation of explosives, and hazardous and dangerous articles are in accordance with applicable governmental regulations (See Rule No. 11, Hazardous Materials).

2. Loose cargo on platforms or pallets;
3. Cargo which, due to its inherent nature, is likely to damage PRIANO's containers or other cargo;
4. Single pieces or packages which, because of their height, length, width, or weight, exceed the capacity of the equipment;
5. Cargo which requires protection from heat or cold except cargo moving under refrigeration rates or in ventilated or insulated containers;
6. Loose freight or in bulk (unpacked) unless provided in individual items;
7. Bloodstock or live animals, fowl, or birds, domestic or wild;
8. All goods including letters, parcels, packages or pieces, with or without postage stamps affixed, which prior to receipt by PRIANO, have been received by and entered into any Post Office;
9. Bank bills, coin or currency, deeds, drafts, notes, securities or valuable paper of any kind;
10. Bullion, precious metals, including but not limited to gold and silver, and precious stones, including but not limited to diamonds, emeralds, sapphires and rubies or articles manufactured therefrom; Precious jewelry, which includes jewelry made from precious metals and stones.
11. Works of art; antique or other related or unrelated old, rare, or precious articles of extraordinary value, except when prior arrangements have been concluded with and approved by PRIANO;
12. Evergreens, decorative, cut, NOS;
13. Holly, mistletoe, huckleberry foliage, ground pine or evergreen moss, when tendered loose not in packages.

14. All chemicals, including hazardous and non-hazardous in refrigerated containers, except when prior arrangements have been concluded with and approved by PRIANO.

### **RULE 13: PACKING AND MARKING OF FREIGHT**

#### **A. Packing Requirements**

All shipments tendered to PRIANO must be packed and prepared in such condition for the shipment as to render transportation reasonably safe and practicable using ordinary care. Such packing shall be in compliance with all laws and regulations that may be applicable during the carriage of cargo, without prejudice to the terms and conditions of the bill of lading.

#### **1) For Commodities Wood, Logs, Lumber and Scrap:**

The shipper shall ensure that the goods are packed, stowed, and secured in a manner adequate to withstand the risks of carriage, having regards to their nature, and in compliance with all laws and regulations that may be applicable during the carriage of cargo, without prejudice to the terms and conditions of the bill of lading. The Merchant will indemnify PRIANO against all liability, claims, losses, damages, or expenses caused by the goods carried or the manner they have been packed, stowed, and secured in the container. The liability for loss of or damage to containers will be the market value for owned equipment, and the lease value for leased equipment together with reasonable survey and legal costs.

#### **2) Marking of Freight**

Each package, bundle or piece of freight will be plainly marked with the full name or initials of the consignee, and the destination in full to ensure proper delivery. The marks on packages will be compared with the shipping order and corrections shall be made, if necessary, by the shipper or its representative. Old marks shall be removed or effaced.

In accordance with the terms and conditions of the bill of lading, PRIANO shall be entitled, but under no obligation, to open any package or container at any time and to inspect the contents, including packing and blocking and bracing. If a container must be opened for the goods to be inspected, PRIANO will not be liable for any loss or damage incurred as a

result of any opening, unpacking, inspection or repacking. PRIANO shall be entitled to recover the cost of such opening, unpacking, inspection and repacking, including the cost of blocking and bracing, from the Merchant.

B. Wood Packing Material on Shipments to the U.S.A.

1. The U.S. Department of Agriculture Animal and Place Health Inspection Service ("APHIS") has issued revised regulations regarding treatment, marking, and other requirements with respect to solid wood packing materials, regulated wood packaging materials, and other wood articles imported into the United States. Pursuant to 7 C.F.R. § 319. It is jointly the responsibility of the shipper and consignee on any shipment subject to this tariff to ensure full compliance with these and any other applicable laws, rules, and regulations. Any costs incurred by PRIANO, including the cost of any inspection, detention, unloading, restuffing, re-exportation, or other action taken by PRIANO as a result of a shipper's failure to comply with APHIS regulations regarding the importation of logs, lumber, other manufactured wooden articles, and solid wood packing material or regulated wood packing material (whether in actual use as packing for regulated or non-regulated articles or imported as cargo) into the United States, shall be the responsibility jointly and severally, of the shipper and consignee, and shall be paid to PRIANO prior to the release of the cargo to the consignee.

2. Return of Containers to Origin

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. The rate for this return shipment will be as specified in the applicable NRA .

3. Administrative Charge

If a container is inspected, unloaded, re-exported, or otherwise detained by APHIS or other U.S. Government Agency because the shipper has failed to meet APHIS requirements, the cargo interest will pay PRIANO an administrative charge of US\$200, in addition to all other charges under this rule.

C. Certificates - Solid Wood Packing Materials on Shipments from the U.S.A.

The State Administration for Exit Inspection and Quarantine ("SAIQ") of China requires that all shippers of cargo to China present a certificate, on PPQ Form 553, endorsed by the U.S. Department of Agriculture Animal

and Plant Health Inspection Service, stating that packing materials made of solid conifer wood have been heat-treated or, shipper may certify that the cargo contains no conifer wood packing material. The certificate or statement must be presented at the port of container discharge in China.

1. Any expense, including but not limited to, demurrage, detention, storage, handling, inland transportation, unloading, stuffing/restuffing containers, and additional equipment costs, that results from PRIANO's handling of cargo that does not comply with SAIQ rules, will be for the joint and several accounts of shipper, consignee, and cargo owner. In addition, shipper, or consignee, at its expense, will arrange for heat or other treatment satisfactory to PRIANO of any container that does not comply with SAIQ rules, before returning it to PRIANO. Any such expense will be paid before PRIANO releases the container.

#### 2. Sole Responsibility of Shipper and Consignee

Shipper and consignee will be entirely responsible for heat treatment of cargo shipped to China that SAIQ requires, and for providing the required certificate or statement to SAIQ in the form and at the location required. PRIANO bears no responsibility for treatment, fumigation, or certification of solid wood packing materials ("SWPM") and will not absorb the cost. Bills of lading will not state that PRIANO will be responsible for treatment of SWPM or for obtaining or providing the required certification.

#### 3. Remedies for Uncertified Containers

If the required certificate or statement has not been obtained for a container that is denied entry into China and/or detained for inspection, destruction of SWPM, or separation of SWPM from the cargo, the consignee will arrange for all procedures required. Such procedures will be at the expense and responsibility jointly and severally of the shipper, consignee, and cargo owner. If SAIQ permits delivery of the cargo to the ultimate destination of China, or requires that a container be returned to the USA, consignee will be responsible to return the container(s) to PRIANO or the applicable inland carrier, at the expense of consignee, shipper, and/or cargo owner.

#### 4. Return of Containers at Origin

If return of a container to origin is required because of failure to comply with SAIQ rules, PRIANO will transport said container to the original

port of loading in the USA on the next available vessel voyage. 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.

All rates and charges for the return shipment will be the joint and several responsibility of the consignee, shipper, and cargo owner, and will be prepaid before the containers are returned.

#### 5. Administrative Charge

If a container is inspected, unloaded, re-exported, or otherwise detained by SAIQ or another Chinese government agency because the shipper has failed to furnish a complete, correct certificate or statement to SAIQ, the cargo interest will pay PRIANO an administrative charge of US \$200, in addition to all other amounts due under this rule.

#### 6. Liability and Indemnification

Shipper, consignee, and cargo owner will be jointly, severally, and absolutely liable to PRIANO or any other party, without regard to intent, negligence, or any other factor, for:

- A. Personal injuries or death, or damage to or loss of cargo or other property, during any time the container is being inspected or detained by SAIQ or any other government agency or is in transit to or from such inspection or detention.
- B. Any losses, damages, fines, penalties, costs (including attorney fees), bonds, interest and any other sanctions imposed on shipper, consignee, or PRIANO as a result of shipper's or consignee's failure to comply with the requirements of the SAIQ rules.

If PRIANO is required to pay an amount referred to section 6A or 6B above, shipper and consignee shall indemnify PRIANO in full for those amounts, including reasonable attorney fees and costs related to responding to or defending against sanctions.

#### 7. Payment to PRIANO

PRIANO will refuse to release containers to a consignee until all fines, penalties, costs (including attorney fees), bonds, penalties, and sanctions provided for under this rule have been

paid by shipper, consignee, or cargo owner, or PRIANO has been reimbursed for payment of same.

#### **RULE 14: OVERWEIGHT CONTAINERS**

1. Shipper will not tender, and PRIANO may refuse, a container stuffed by a shipper or its agent with a total gross weight in excess of maximum gross weight capacity stated on the container. Any expense involved with PRIANO's refusal, or handling, of such containers (including, but not limited to, demurrage, detention, storage, handling, inland transportation, unloading, stuffing, and restuffing of containers, and additional equipment costs, such as transloading, scale charges, pre-tripping costs, mounting and fueling of gen-sets and chassis usage) will be for the joint and several account of the shipper, consignee, and cargo owner. Any such expense will be paid to PRIANO before return of the container to the shipper or release of the container to the consignee.

2. It is the responsibility of the shipper to ensure that any container tendered to PRIANO for transportation under NVOCC Service Arrangements ("NSAs") or Negotiated Rate Agreement (NRAs) complies with all laws and regulations of each country that it will transit (including local, state and federal laws and regulations in the United States) with respect to road weight limitations, including any law or regulation that provides for a lower weight limitation than set forth above.

3. A container exceeding the maximum weights set forth above will be discharged to the consignee at the discharge port and PRIANO will not transport or arrange to transport such container to any inland destination.

#### **RULE 15: SOLAS Regulations**

1. SOLAS requirements stipulate that the packed containers' true and accurate Verified Gross Mass (VGM) be submitted prior to stowage aboard a vessel. Non-compliance will bar the vessel operator from loading a packed container onto the intended vessel. Shipper undertakes that the information provided to the PRIANO is true and accurate in accordance with SOLAS requirements.
2. Shipper may obtain the verified gross mass of a packed container as stipulated in the SOLAS Chapter VI Regulation 2 and the applicable law of the State of the loading port.
  - a. Method 1: After packing and sealing a container, the shipper may weigh or arrange a third party to weigh the packed container, or

- b. Method 2: The shipper or a third party (as arranged by the shipper) may weigh all packages and cargo items, including the mass of pallets, dunnage, and other packing materials securing the cargo to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.
3. PRIANO will rely on the accuracy of the shipper's VGM details furnished. PRIANO will tender such details to the vessel operator or any other entity which requires or relies upon this information. In case the VGM details are not made available timely or are not accurate, Carrier will not be allowed to load the container(s) on board of the planned vessel. A subsequent delay of the shipment might occur and non-compliance may result in additional costs for but not limited to stevedoring, transportation, storage, weighing as well as penalties and/or administrative charges.
4. Shipper undertakes to comply with SOLAS Chapter VI Regulation 2 and agree to indemnify and hold PRIANO harmless from and against all liabilities, damages, claims suits, actions, losses, fines, penalties, associated costs and additional costs arising from inaccurate, incomplete or delayed VGM details and from non-compliance with SOLAS requirements.

#### **RULE 16: PRIOR BOOKING**

All cargo must be booked with PRIANO prior to shipment. Bookings must be made sufficiently in advance of the scheduled sailing date so that empty containers may be made available in a timely fashion. Shipper must specify the commodity, and the quantity of containers required.

Nothing in this tariff will be construed as requiring PRIANO to transport property or furnish service for which it does not possess suitable or sufficient equipment, nor to accept shipments when equipment is not available

#### **RULE 17: DOCUMENTATION REQUIREMENTS**

1. Shipper or its agent must furnish all documents required for export from country of origin and for import into country of destination; and any other documents necessary for other countries through which shipments may pass. PRIANO may furnish, upon request, the information concerning such documents, but will not be required to provide such information.

2. The bill of lading must show the names and addresses of shipper and consignee. Shipments consigned "To Order" must show the name and address of the party to be notified. Shippers requiring properly endorsed original bills of lading to be surrendered before delivery must secure an order bill of lading. If an order bill of lading is lost, delayed, or otherwise not immediately available, PRIANO may deliver a shipment to the party who claims in writing to be lawfully entitled to possession upon receiving security in currency or a bank cashier's check in an amount equal to 125 Percent (125%) of the invoice value of the property, or at PRIANO's option, an indemnity bond with corporate security duly authorized to write surety bonds in an amount equal to 200 percent (200%) of the invoice value of the property.

#### **RULE 18: MISDECLARATION OF CARGO**

The shipper warrants the accuracy of the description of its goods in its commercial invoices and the bills of lading. If such description proves to be inaccurate, the shipper, consignee, and owner of the goods will be jointly and severally liable for payment of the correct freight less any freight actually paid on said goods.

#### **RULE 19: PARTIAL COLLECT AND PREPAID SHIPMENTS**

PRIANO may, at its option, issue bills of lading with a portion of total freight and charges prepaid and the balance of the freight and charges collect in accordance with shipper's instruction. PRIANO provides this procedure as a service and will be held harmless in any disputes that may arise between shippers and consignees relative to the apportionment of freight and charges.

The release of the bill of lading by PRIANO under its credit provisions or after payment of the prepaid portion of freight and charges due, does not obligate PRIANO to deliver the cargo to the consignee until the collect portion has been paid.

#### **RULE 20: CONTAINER CLEANING FEE**

The consignee accepts full responsibility for any costs associated with the removing of all blocking, bracing, nails and other such fasteners, strapping, paper, liquid or solid contamination, debris and soiling of any kind before returning container(s). If container(s) are returned unclean, and thus not ready for immediate reuse, PRIANO will charge consignee the actual cost of cleaning.

Exceptions



A. Does not apply to shipper or consignee owned equipment.

#### **RULE 21: FUMIGATION**

When fumigation of cargo is required either at origin or destination, it will be at the risk and expense of the Merchant. All expenses paid by or through PRIANO for fumigation will be charged to the Merchant, including a US \$75 administration fee per container, unless otherwise stipulated.

When required, shipper, consignee or its agent shall obtain a fumigation certificate from the appropriate governmental agency and produce it upon request by PRIANO.

The expenses for fumigation and the administration fee shall be paid before release of cargo.

#### **RULE 22: PASS THROUGH CHARGES**

PRIANO reserves the right to pass through charges based on rates charged to PRIANO by third parties. Certain PRIANO billed charges are based on rates charged to PRIANO by third parties, such as terminals, public authorities, and vessel operating carriers. From time to time, these third parties impose increased or new charges on PRIANO in a manner that prohibits PRIANO from providing thirty days notice of the increase. PRIANO will endeavor to notify Merchant of these pass-through charges as quickly as reasonably possible after it receives notice.

Charges to be passed through from third parties consist of:

- Transport Additional / Arbitrary Charge / Feeder Freight
- General Rate Increase
- Rate Restoration Fee
- Currency Adjustment Factor
- High Cube / Reefer / Tank Additional Surcharge
- Bunker Adjustment Factor / Fuel
- Emergency Bunker Surcharge
- Low Sulphur Fuel Surcharge
- Nitrogen Oxide Surcharge
- Carbon Tax Surcharge
- Carrier Security Fee / ISPS
- Aden Gulf Transit Fee
- Piracy Risk Surcharge
- Emergency Risk Surcharge
- War Risk Premium / Surcharge

- Panama / Suez / Surabaya Canal Surcharge
- River Plate Toll Surcharge
- Port Congestion Surcharge
- Empty Repositioning Surcharge
- Peak Season Surcharge
- Winter Surcharge
- Low/High Water Surcharge
- Contingency Adjustment Charge
- Alameda Corridor Surcharge
- Documentation Fee (AMS, Bill of Lading, ENS)
- Hazardous and Dangerous Cargo Surcharge
- Heavy Weight / Overweight Surcharge
- Demurrage and Detention
- Administration Fees
- Customs Declarations / Customs Formalities Surcharge
- Government & Port Taxes
- Port Dues, Tolls, and Licenses Surcharges
- Export/Import Services Surcharges
- Cleaning, Fumigation, and Maintenance Fees
- Container Inspection Fee
- Container Seal Surcharge
- Container Freight Station & LCL Surcharges
- Wharfage and Storage Charges
- VGM/SOLAS, Weighing Charges
- Premium Container & Express Service Fees
- Shipper Owned Container Surcharge
- Garment on Hanger, Tri-Axle, Flat Rack, Open Top, Out of Gauge, and other special equipment surcharges
- Special Commodity Additional Surcharges
- Priority / Special Stowage Surcharges
- Equipment Damage Recovery and Repair Surcharges
- Change and Cancellation of Booking Fees
- Red Sea Surcharges

**RULE 23: FORCE MAJEURE**

Without prejudice to any rights or privileges of PRIANO under its bill of lading, dock receipts, booking receipts, booking contracts or applicable provisions of law, in the event any operations are affected by any event of a force majeure, PRIANO reserves the right to cancel any outstanding booking or contract of carriage, or to route cargo by any other means of transportation whether by all-water, or land-water in accordance with rules, regulations, and charges established in or governed by this tariff that would have applied in the absence of a force majeure condition.

Examples of force majeure events include but are not limited to the following:

- War, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strikes, imminent strikes, lockouts or harbor disturbances, widespread electrical power failures affecting port operations,
- Acts of God including earthquakes, extreme weather conditions, pandemics, endemics, or other natural catastrophes,
- Regulations of any governmental authority pertaining thereto, or any other official interference with commercial intercourse.

#### **RULE 24: REFUSED OR UNCLAIMED FREIGHT**

Except as otherwise provided, all cargo which PRIANO is unable to deliver within 48 hours from the time of arrival after notification given personally by telephone or deposit of mailed notice, properly addressed to the party shown on shipping receipt, will be considered as unclaimed, and PRIANO's liability thereafter becomes that of a warehouseman. PRIANO reserves the right, after expiration of free time and notification to shipper/consignee, to place such cargo in public storage at which time PRIANO's liability terminates. All charges shall accrue for the account of shipper or consignee. The shipper will be notified by PRIANO at shipper's expense when perishable cargo is refused or unclaimed at destination. If disposition instructions are not furnished promptly, or cargo deteriorates by delay, or is likely to be damaged, the cargo will be sold. All freight charges will be paid out of the amount realized from such sale, and any balance will be remitted to the owner of the goods. Perishable cargo will not be returned to the shipper except at shipper's specific instruction.

#### **RULE 25: GOVERNMENT INSPECTION, CHARGES, TAXES AND FEES**

Services governed by this tariff do not include charges established by any local customs and/or port authority, except that when through-rated cargo is transshipped at a foreign port, the cost of transshipment will be for the account of PRIANO.

#### **Section A - Government Inspections and Charges**

In the event PRIANO incurs fines levied by government agencies due to errors, omissions, or negligence on the part of the shipper or its agent to

submit documentation required by law, all fines and penalties will be for the account of the Merchant.

When cargo must undergo inspection by a government authority or agency, such inspections will be at the risk and expense of the Merchant. All expenses paid or billed through PRIANO for these inspections will be charged to the Merchant, including, but not limited to, the following:

1. Any effort necessary to expose cargo for inspection at a container yard.
2. Movement of the container from a container yard to the place of inspection, cargo unstuffing from and restuffing to the container, and returning the container from the place of inspection to the container yard or container freight station ("CFS"), or any portion of these functions, as required, on an actual cost basis.
3. Detention of the container and rental of the chassis, if utilized.
4. Demurrage.
5. Unstuffing of cargo into a public storage facility.
6. Any other service rendered on behalf of the cargo by PRIANO, such as, but not limited to, effecting partial delivery of the bill of lading quantity of cargo.

If cargo, as a result of a governmental order or request, is required to be inspected at a port or location other than the scheduled port of discharge, then, in addition to the costs set forth in subsections 1-6 above, all additional costs incurred as a result of such inspection or government order shall be for the account of the cargo. Such additional costs may include, but are not limited to, costs of exposing, discharging, moving, storing and restowing of the cargo being inspected, costs associated with discharging, moving, storing and restowing other cargo to gain access to the cargo being inspected, costs resulting from or related to disruption or alteration of ordinary or scheduled vessel operations, including cargo loading or discharging, port call costs which PRIANO would not otherwise have incurred, equipment detention charges, demurrage, costs associated with special security measures related to the government inspection order(s), drayage or other transportation costs for transportation provided by PRIANO in connection with the cargo inspection, and costs associated with unstuffing and restuffing containers incurred by PRIANO, including blocking and bracing as may be required. In the event that costs covered in this section are incurred as a result of the inspection of cargo of more than one Merchant, such costs shall be divided among the Merchants whose cargo has been inspected in the proportion each merchant's cargo bears to the total amount of inspected cargo on the vessel.

EXCEPTION:

PRIANO is permitted, at its option, to effect partial delivery of cargo subject to government inspection under this rule, when the government inspector officially directs or permits such partial delivery, provided PRIANO retains evidence of such direction or permission in its records available for inspection.

#### Section B - Taxes or Fees Imposed by Governments

Where a local, city or national government or port authority imposes a tax or fee on any charge, tax, or fee, named an NRA in an NVOCC Service Arrangements (“NSAs”), PRIANO will collect such charge from the party responsible for payment, and remit it to the applicable local, city or national government or port authority as required to do so by such entities.

#### **RULE 26: SHIPPER REQUESTS OR COMPLAINTS**

PRIANO will promptly and fairly consider a shipper’s request or complaint and advise the shipper as to any action taken on such request or complaint. A request or complaint may be made by submitting a written statement to PRIANO which specifies the exact nature of the request or complaint and the relief requested. The phrase “requests or complaints” means any communication regarding a change in NVOCC Service arrangement (“NSA”) or NRAs, rules and regulations, objections to rate increases or other tariff changes, protests against alleged erroneous billing, incorrect commodity classification, incorrect measurement of cargo or other implementation of the tariff. Requests for new or reduced rates should give details of commodity value, packing, weight/measurement ratio, prospective volume, proposed rate requested, and all other relevant details.

All such requests and complaints should be addressed to:

Priano Marchelli USA LLC  
2 Pierce Place  
Itasca, IL 60143

#### **RULE 27: RETURNED CARGO**

26.1 Cargo returned to the origin port/point named in the PRIANO bill of lading within six (6) months after arrival at destination shall be rated at the lower of:

(a) The freight rate and charges that would be applicable to the return move if it were the original move; or

(b) 85% percent of the freight rate originally paid by Merchant and 100% of the charges that would be applicable to the return move if it were the original move.

26.2 The foregoing provision will apply only if the cargo is returned in the original package. For purposes of this rule, in order to be considered as being in the "original package," cargo must be in the same number of cartons or packages, with the same marks and numbers, as shown on the bill of lading covering the original move.

26.3 Cargo not returned within six (6) months after arrival at destination shall not be treated as returned cargo and shall be rated in accordance with an NSA or NRA.

## **RULE 28: OVERCHARGE CLAIMS**

28.1 All claims for adjustment of freight and/or charges must be presented to PRIANO in writing within three (3) years of the date of the bill of lading issued by PRIANO.

Claims for freight rate adjustments will be acknowledged by PRIANO within 20 days of the receipt by written notice to the Claimant of all governing Tariff provisions and Claimants rights under 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., pursuant to the Shipping Act of 1984. Such Claims must be filed within three years of the date the vessel sails or the date the disputed charges are paid, whichever is later.

28.2 Claims must be presented to PRIANO in writing and must contain the following original or certified documents:

- (a) Bill of Lading
- (b) Packing List
- (c) Commercial Invoice
- (d) Customs Entry Permit/Import Declaration or Customs Export Declaration, as applicable

28.3 If the claim is presented to PRIANO in writing before the shipment involved leaves the custody of PRIANO, cargo may be inspected at port of loading or a destination by official measurers named by PRIANO.

28.4 All requests for inspection at destination must be made in writing to PRIANO. Any expense incurred by PRIANO in connection with the investigation of the claim shall be borne by the party responsible for the error, or if no error found, by the claimant.

28.5 Claims for adjustment of freight other than those based on errors in weight, piece count, measure, or description must be accompanied by the documentary evidence set forth in paragraph 27.2 above, and such other evidence as may be essential in support of the claim in question.

28.6 Refunds approved under the above procedures will only be paid to the party paying the original freight bill and always provided the full amount of the original freight bill has been paid to PRIANO.

#### **RULE 29: FREE TIME, DETENTION AND DEMURRAGE**

29.1 PRIANO is a non-vessel operating common carrier (“NVOCC”) and the equipment it uses to provide transportation services to Merchant is provided by the vessel-operating common carrier (“VOCC”) that operates the vessel transporting the cargo.

29.2 The VOCC imposes detention charges if empty containers released for loading and/or loaded containers released for unloading are not returned within a specified period of time (“free time”). Merchant shall be liable to PRIANO for any detention charges imposed on PRIANO by VOCC as a result of Merchant’s failure to return containers within applicable free time. THE ADMINISTRATIVE COSTS ASSOCIATED WITH DETENTION, SHALL BE ASSESSED AS A PASS-THROUGH COST.

29.3 The VOCC imposes demurrage charges if loaded containers are not removed from the marine terminal rail ramp, or container yard within a specified period of time (“free time”). Where removal of containers from the VOCC’s terminal, rail ramp, or container yard is the responsibility of Merchant, Merchant shall be liable to PRIANO for any demurrage charges imposed on PRIANO by VOCC as a result of Merchant’s failure to remove containers within applicable free time. ANY ADDITIONAL CHARGE TO COVER THE ADMINISTRATIVE COSTS ASSOCIATED WITH DEMURRAGE, SHALL BE ASSESSED AS A PASS-THROUGH COST.

29.4 The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to PRIANO for the payment of detention, demurrage, or storage charges before, during and after the carriage of the cargo.

29.5 The shipper, consignee, holder hereof, or owner of the goods shall be charged an "outlay fee" in the amount of 3% of the total charges imposed by the issuing VOCC for all detention, demurrage, or storage charges.

**RULE 30: FINANCIAL RESPONSIBILITY OF PRIANO; AGENT FOR SERVICE OF PROCESS**

30.1 PRIANO has posted financial responsibility with the U.S. Federal Maritime Commission in the form of a bond, to ensure the financial responsibility of PRIANO for the payment of any judgment for damages or settlement arising from its transportation activities, or as otherwise provided under the Shipping Act of 1984.

30.2 In the event the designated legal agent cannot be served due to death, disability or unavailability, the Secretary of the U.S. Federal Maritime Commission shall be deemed to be PRIANO's legal agent for service of process. Service of administrative process, other than 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.

Registered agent for Service of Process Address:

Registered Agent Solutions, Inc.  
901 S. 2<sup>nd</sup> Street, Suite 201  
Springfield, IL 62704

**RULE 31: NEGOTIATED RATE ARRANGEMENTS**

In accordance with the 46 CFR §532.6, PRIANO hereby provides public notice that it transports cargo pursuant Negotiated Rate Agreements ("NRAs").

**RULE 32: NEGOTIATED SERVICE ARRANGEMENTS**

In accordance with 46 CFR § 531.4, PRIANO hereby provides public notice that it transports cargo pursuant to NVOCC Service Agreements ("NSAs").

**RULE 33: LIEN**



PRIANO shall have a lien on any and all property (and documents relating thereto) of Merchant, in its actual or constructive possession, custody or control or enroute, which lien shall survive delivery, for all charges, expenses or advances owed to PRIANO in connection with the shipment on which the lien is claimed, prior shipments of Merchant, or both. PRIANO may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due to PRIANO. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

### **RULE 33: CERTIFICATION OF SHIPPER STATUS**

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

A copy of the tariff rule published by the NVOCC shall be accepted by PRIANO as documenting the NVOCC's compliance with the FMC tariff and bond requirements.

### **RULE 34: FREIGHT FORWARDERS COMPENSATION**

No brokerage fees or freight forwarder commission or other compensation will be paid for forwarders, brokers, or person or firms representing shipper and/or consignees.

### **RULE 35: DIVERSION OF CARGO**

35.1 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.

35.2 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.

35.2 Conditions:

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

b) 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 PRIANO's sole discretion without receipt by PRIANO of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued PRIANO. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to PRIANO prior to issuance of the new negotiable Bill of Lading.

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

d) 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 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 PRIANO will be for the account of the cargo.

e. 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 PRIANO, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of PRIANO, 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.

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

### **RULE 36: U.S. ELECTRONIC EXPORT INFORMATION (EEI) DECLARATION**

In accordance with Federal Regulations for Electronic Export Information (EEI) Filing Requirements under CFR 15, Part 30 Section 30.1-30.99, EEI must be submitted electronically to the U.S. Census. Merchant can file the EEI or hire a third party vendor to file it on their behalf.

If Merchant chooses to file the EEI direct with Census or utilize the services of another agent, proof of filing (ITN or XTN number) must be provided upon cargo receipt at the port or risk the cargo being held until such confirmation is received.

Merchant may elect PRIANO to file on their behalf at a rate provided. Merchant shall be liable for any penalties, costs, or charges, including but not limited to storage, detention, or demurrage, that result from Merchant's failure to provide accurate information or proof of EEI filing.

#### **RULE 35: CARGO ROLL-OVER FEE**

PRIANO will require complete and accurate shipping instructions by the "Document Due by Date" provided on the NRA, Booking Confirmation, or 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.

#### **RULE 36: U.S. Customs Charges**

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.

#### **RULE 37: DEFINITIONS AND SYMBOLS**

"Merchant" means the persons named as shipper, exporter, consignee and/or receiver on the bill of lading, any holder of the bill of lading, the actual recipient of the goods, any person owning or entitled to the possession of the goods or of the bill of lading, and anyone acting on behalf of any of the foregoing persons.

"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

“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).

“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