

TARIFF TITLE PAGE

TRANSCONTAINER TRANSPORT INC.
Between (US and World), Org no. 005117 – FMC-001
FROM: TARIFF ORIGIN SCOPE
TO: TARIFF DESTINATION SCOPE
Issue: 20April2011
Effective: 20April2011

**NVOCC NON-VESSEL OPERATING COMMON CARRIER
OTI LICENSE NO.: 02154NF
RULES TARIFF FMC-002**

Amendment D, F(a) AND H effective: 22August2018

NAMING

RULES AND REGULATIONS

LOCAL AND THROUGH COMMODITY RATES AND CHARGES

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 (“NRAs”) effective April 18, 2011.
- B. (a) “NVOCC Negotiated Rate Arrangement” or “NRA” means a 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 and after receipt of the cargo by the NVOCC. For purposes of this part, “receipt of cargo by the NVOCC” includes receipt by the NVOCC’s agent, or the originating carrier in the case of through transportation.
- C. Carrier’s Rules are provided free of charge to Shipper at www.transcontainer.com containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- D. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: “THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF

THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”

- E. Carrier shall issue booking confirmations 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. The terms contained in the ` Booking Confirmation shall be a valid offer for ninety days from the booking date. Carrier's or Carrier's agent's booking and/or receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.

- F. Rates may not be modified in an NRA after the time the initial shipment is received by the Carrier or its agent including originating carriers in the case of through transportation. (a) The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.

- G. The writings provided in Carrier's Quotations, Booking Confirmations, Shipper's Letters of Instructions and e-mail exchanges between the Carrier and the shipper cumulatively contain offer(s) by Carrier pursuant to an FMC NRA exemption per 46CFR§532.6. If the terms and conditions contained in the aforementioned documents do not reflect Shipper's understanding, Shipper must notify Carrier immediately.

- H. The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein or a specific date as may be agreed to by the parties. All applicable origin, destination local terminal and/or port charges, GRI increases or other rates increased by the ocean carriers after the effective date of the NRA, unless otherwise specified in the NRA or as may be included as a charge in Carrier's rules tariff, shall apply to all NRAs and should be considered as a pass-through provision. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation) NRAs can otherwise be amended by the parties in writing or by acceptance of the amendment by booking the cargo.

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ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.

To access our historical FMC tariff filing, please click [here](#)