

**GP LOGISTICS, LLC**  
**TARIFF NO. 025051-100**

**ORIGINAL TITLE PAGE**

**FMC No.: 025051-100**

**Non-Vessel Operating Common Carrier**

**Effective Date: 15JUL2014**

**Published Date: 15JUL2014**

**Expiration Date:**

**Controlled Carrier Status: NONE**

## **TITLE PAGE**

TARIFF NO. 100

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff  
NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS AND BREAK BULK  
BETWEEN  
U.S. PORTS AND POINTS  
AND  
WORLD WIDE PORTS AND POINTS

**GP Logistics, LLC** is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission ("FMC") operating under FMC organization number 025051.

### NOTICE TO TARIFF USERS

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

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and 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).

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for **thirty (30) days** from the quotation date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA. All applicable origin, destination, local, terminal and/or port charges shall apply to all NRAs for the account of the cargo.

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).

PUBLISHED BY:

GP LOGISTICS, LLC  
12900 SIMMS AVENUE  
HAWTHORNE, CA 90250

PUBLISHING OFFICER: MARY ANN QUINTOS

EMAIL: [MQUINTOS@GLOGISTICS.COM](mailto:MQUINTOS@GLOGISTICS.COM)

TEL: 310-608-0833

FAX: 310-608-0834

#### TARIFF DETAILS

Tariff Number: **025051-100**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: 15JUL2014  
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TARIFF TYPE: GOVERNING NRA RULES TARIFF  
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

#### ORGANIZATION INFORMATION

NUMBER: **025051-100**  
NAME: **GP LOGISTICS, LLC**  
TRADE NAME:  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
HDQ. COUNTRY: USA  
HOME OFFICE: 4980 BEVERLY ROAD  
PHOENIX, AZ 85044  
PHONE: 877-858-7911  
FAX:  
CONTACT: LARS KLOCH  
EMAIL: [LKLOCH@GPLOGISTICS.COM](mailto:LKLOCH@GPLOGISTICS.COM)

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## Tariff Rule Information

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Amendment No.: O NRA RULES TARIFF NO. 100 - Between (US and World)  
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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
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Rule 1:	Scope

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

### U.S. ATLANTIC BASE PORTS (ACBP)

Baltimore, MD  
Boston, MA  
Chester, PA  
Charleston, SC  
Jacksonville, FL  
Miami, FL  
New York, NY  
Newark, NJ  
Norfolk VA  
Philadelphia, PA  
Savannah, GA  
Wilmington, NC

### U.S. GULF COAST BASE PORTS: (GCBP)

Houston, TX  
Galveston, TX  
New Orleans, LA  
Tampa, FL  
Mobile, AL

### U.S. PACIFIC COAST BASE PORTS: (PCBP)

Port Hueneme, CA  
Los Angeles, CA  
Long Beach, CA  
Oakland, CA  
San Francisco, CA  
San Pedro, CA  
Portland, OR  
Seattle, WA  
Tacoma, WA

### GREAT LAKES BASE PORTS

Includes Chicago, IL

### SUBSTITUTED SERVICE AND INTERMODAL SERVICE

#### A. SUBSTITUTED SERVICE

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

#### B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service.

Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

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Rule 1-A:	Worldwide Ports and Points

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Except as noted this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Ports.

AFGHANISTAN	COLOMBIA	HEARD ISLAND AND
ALBANIA	COMOROS	MCDONALD ISLA
ALGERIA	CONGO	HONDURAS
AMERICAN SAMOA	COOK ISLANDS	HONG KONG
ANDORRA	CORAL SEA	HOWLAND ISLAND
ANGOLA	ISLANDS	HUNGARY
ANGUILLA	COSTA RICA	ICELAND
ANTARCTICA	CUBA	INDIA
ANTIGUA AND	CYPRUS	INDONESIA
BARBUDA	CZECHOSLOVAKIA	IRAN
ARGENTINA	DENMARK	IRAQ
ARUBA	DJIBOUTI	IRAQ SAUDI ARABIA
ASHMORE AND	DOMINICA	NEUTRAL ZONE
CARTIER ISLANDS	DOMINICAN	IRELAND
AUSTRALIA	REPUBLIC	ISRAEL
AUSTRIA	ECUADOR	ITALY
BAHAMAS THE	EGYPT	IVORY COAST
BAHRAIN	EL SALVADOR	JAMAICA
BAKER ISLAND	EQUATORIAL	JAN MAYEN
BANGLADESH	GUINEA	JAPAN
BARBADOS	ETHIOPIA	JARVIS ISLAND
BASSAS DA INDIA	EUROPA ISLAND	JERSEY
BELGIUM	FALKLAND ISLANDS	JOHNSTON ATOLL
BELIZE	(ISLAS MALVIN	JORDAN
BENIN	FAROE ISLANDS	JUAN DE NOVA
BERMUDA	FEDERATED STATES	ISLAND
BHUTAN	OF MICRONESIA	KENYA
BOLIVIA	FIJI	KINGMAN REEF
BOTSWANA	FINLAND	KIRIBATI
BOUVET ISLAND	FRANCE	KOREA
BRAZIL	FRENCH GUIANA	DEMOCRATIC
BRITISH VIRGIN	FRENCH POLYNESIA	PEOPLES REP
ISLANDS	FRENCH SOUTHERN	KOREA REPUBLIC
BRUNEI	AND ANTARCTIC	OF
BULGARIA	GABON	KUWAIT
BURKINA	GAMBIA THE	LAOS
BURMA	GAZA STRIP	LEBANON
BURUNDI	GERMANY	LESOTHO
CAMBODIA	GHANA	LIBERIA
CAMEROON	GIBRALTAR	LIBYA
CANADA	GLORIOSO ISLANDS	LIECHTENSTEIN
CAPE VERDE	GREECE	LUXEMBOURG
CAYMAN ISLANDS	GREENLAND	MACAU
CENTRAL AFRICAN	GRENADA	MADAGASCAR
REPUBLIC	GUADELOUPE	MALAWI
CHAD	GUAM	MALAYSIA
CHILE	GUATEMALA	MALDIVES
CHINA	GUERNSEY	MALI
CHRISTMAS ISLAND	GUINEA	MALTA
CLIPPERTON ISLAND	GUINEA BISSAU	MAN ISLE OF
COCOS (KEELING)	GUYANA	MARSHALL ISLANDS
ISLANDS	HAITI	MARTINIQUE

MAURITANIA  
MAURITIUS  
MAYOTTE  
MEXICO  
MIDWAY ISLANDS  
MONACO  
MONGOLIA  
MONTSERRAT  
MOROCCO  
MOZAMBIQUE  
NAMIBIA  
NAURU  
NAVASSA ISLAND  
NEPAL  
NETHERLANDS  
NETHERLANDS  
ANTILLES  
NEW CALEDONIA  
NEW ZEALAND  
NICARAGUA  
NIGER  
NIGERIA  
NIUE  
NORFOLK ISLAND  
NORTHERN  
MARIANA ISLANDS  
NORWAY  
OMAN  
PAKISTAN  
PALMYRA ATOLL  
PANAMA  
PAPUA NEW GUINEA  
PARACEL ISLANDS  
PARAGUAY  
PERU  
PHILIPPINES  
PITCAIRN ISLANDS  
POLAND  
PORTUGAL  
PUERTO RICO  
QATAR  
REUNION  
ROMANIA  
RWANDA  
SAN MARINO  
SAO TOME AND  
PRINCIPE  
SAUDI ARABIA  
SENEGAL  
SEYCHELLES  
SIERRA LEONE  
SINGAPORE  
SOLOMON ISLANDS  
SOMALIA  
SOUTH AFRICA  
SOUTH GEORGIA  
AND THE SOUTH SA

SPAIN  
SPRATLY ISLANDS  
SRI LANKA  
ST HELENA  
ST KITTS AND NEVIS  
ST LUCIA  
ST PIERRE AND  
MIQUELON  
ST VINCENT AND  
THE GRENADINES  
SUDAN  
SURINAME  
SVALBARD  
SWAZILAND  
SWEDEN  
SWITZERLAND  
SYRIA  
TAIWAN  
TANZANIA UNITED  
REPUBLIC OF  
THAILAND  
TOGO  
TOKELAU  
TONGA  
TRINIDAD AND  
TOBAGO  
TROMELIN ISLAND  
TRUST TERRITORY  
OF THE PACIFIC  
TUNISIA  
TURKEY  
TURKS AND CAICOS  
ISLANDS  
TUVALU  
UGANDA  
UNION OF SOVIET  
SOCIALIST REPU  
UNITED ARAB  
EMIRATES  
UNITED KINGDOM  
URUGUAY  
USA  
VANUATU  
VATICAN CITY  
VENEZUELA  
VIETNAM  
VIRGIN ISLANDS  
WAKE ISLAND  
WALLIS AND  
FUTUNA  
WEST BANK  
WESTERN SAHARA  
WESTERN SAMOA  
YEMEN  
YUGOSLAVIA  
ZAIRE  
ZAMBIA  
ZIMBABWE

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
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Rule 1-B: Intermodal Service

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

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025051-100: GP LOGISTICS, LLC  
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Rule 2: Notice to Tariff Users

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

b. NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee 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).

c. Carrier’s Rules are provided free of charge to Shipper, Consignee and the public at <http://gplogistics.com/ocean-freight/> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.

d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper’s or consignee’s response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §§520 and 532. The terms contained in the writings shall be a valid offer for thirty (30) days from the quotation date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA.

e. 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).

f. Except as otherwise provided in the NRA all shipments that are subject to origin, destination, terminal, local or foreign charges shall be for the account of the cargo.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2A: Application of NRAs and Charges

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1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word “Weight” or the letter “W” appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word “Measurement” or the letter “M” appears next to an article or commodity, measurement rates are applicable without regard to weight.

NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

NRAs indicated by W/M are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such

expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo.

NRA's shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo.

Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.

4. NRA's do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs.

Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

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

7. Except as otherwise provided, NRA's apply only to the specific commodity named and cannot be applied to analogous articles.

8. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under-covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, acts of God, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations, by publication in this Tariff, any affected rate or rates in order to meet such conditions.

9. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

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

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025051-100: GP LOGISTICS, LLC  
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Rule 2-010: Packing Requirements

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1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
3. Gross weight in pounds, and/or Kilos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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025051-100: GP LOGISTICS, LLC  
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Rule 2-020: Diversion By Carrier

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

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

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

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## Tariff Rule Information

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Rule 2-030: Mixed Commodity Rates

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Mixed Commodities shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

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## Tariff Rule Information

025051- GP LOGISTICS, LLC  
100: NRA RULES TARIFF NO. 100 - Between (US and World)  
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Rule 2-040: Container Capacity

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Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as indicated in each individual NRA.

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

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## Tariff Rule Information

025051- GP LOGISTICS, LLC  
100: NRA RULES TARIFF NO. 100 - Between (US and World)  
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No.: O  
Rule 2-050: Shipper Furnished Containers

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In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

- A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
- B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carrier's vessel prior to loading by the carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for carriage.
- C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
- D. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdship of the container offered for shipment.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-060: Measurement And Weight

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

1. All packages will be measured in inches and weight in Kilograms.
2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

The three dimensions in inches rounded off in accordance with (2) are to be multiplied together to produce the cube of one package or piece in cubic meters to four decimal places. In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards. In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

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

#### 5. MIS-DESCRIPTION, UNDERWEIGHTS AND UNDER-MEASUREMENT

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

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

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-070:	Overweight Containers

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-080:	Shipper's Load And Count

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

- 1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.
- 2) Any discrepancy in count or concealed damage to articles.

Except as otherwise provided in the NRA, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container. Except as otherwise provided, materials, including special fittings, and labor

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

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-090:	Diversion of Cargo (By Shipper or Consignee)

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

### A. Definition of Diversion:

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

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-100:	Security Fee

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

A Security Fee of \$50.00 per Bill of Lading may be applied to the account of the cargo.

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-110:	Restricted Articles

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Except as otherwise provided in each individual NRA, the following articles will not be accepted for transportation:

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

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-120:	Freight All Kinds (FAK)

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 2-130:	ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-140: AES USA EXPORT SHIPMENTS

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date or 2 hours before train border crossing. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-150: DOCUMENTATION FEE

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Document fees are considered origin and destination local charges and shall be for the account of the cargo and are included in the individual NRA, if any.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-160: AMS CHARGES

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

AMS charges are applicable on all import shipments and identified in each individual NRA.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ("ACE").

3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

4. Internationally recognized hazardous material code when such materials are being shipped.

5. Seal numbers for all seals affixed to the container.

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:



1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transhipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

#### C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS.

Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

#### D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

#### E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-180:** U.S. CUSTOMS RELATED CHARGES

**Effective:** 15JUL2014 **Thru:** NONE **Expires:** NONE **Publish:** 15JUL2014

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to the Customs authorities without any further responsibility on the part of the Carrier.

NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo or merchant.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-190:** FDA PRIOR NOTICE

**Effective:** 15JUL2014 **Thru:** NONE **Expires:** NONE **Publish:** 15JUL2014

As described in each individual NRA.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC -D/B/A- -  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-200:** Cargo Roll-Over Fee

**Effective:** 15JUL2014 **Thru:** NONE **Expires:** NONE **Publish:** 15JUL2014

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

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 2-210:** Free Time Detention / Demurrage / Storage

**Effective:** 15JUL2014 **Thru:** NONE **Expires:** NONE **Publish:** 15JUL2014

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Per Diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day

Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 3:** Rate Applicability Rule

**Effective:** 15JUL2014 **Thru:** NONE **Expires:** NONE **Publish:** 15JUL2014



The rules and charges applicable to a given shipment must be those in an NRA and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as "received" until the full bill of lading quantity has been received.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 4:** Heavy Lift

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Heavy Lift charges are applicable and shall be included in the individual NRA.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 5:** Extra Length

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

An 'Over Length' surcharge will apply to any single piece 12 feet and over and shall be included in the individual NRA.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 6:** Minimum Bill of Lading Charges

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

None

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 7:** Payment of Freight and Charges

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

### A. CURRENCY

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

### B. PAYMENT IN U.S. DOLLARS

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

### C. METHODS OF PAYMENT

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

### D. PREPAID FREIGHT

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

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

### E. FREIGHT COLLECT

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

F. CURRENCY CONVERTIBILITY:

1. Conversion Provisions:

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

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## **Tariff Rule Information**

<b>025051-100:</b>	<b>GP LOGISTICS, LLC</b>
<b>Amendment No.:</b> O	<b>NRA RULES TARIFF NO. 100 - Between (US and World)</b>
<b>Rule 8:</b>	<b>Bill(s) of Lading Front/Face</b>

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Carrier's bill of lading, front and back provided herein:

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC
Amendment No.: O	NRA RULES TARIFF NO. 100 - Between (US and World)
Rule 8-10:	Bill of Lading Terms and Conditions

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Carrier's bill of lading terms and conditions provided herein:

### 1. DEFINITIONS

- A. "Carrier" means GP Logistics, LLC
- B. "Merchant" means, any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, any Person having a present or future interest in the Goods, or any Person acting on behalf of any of the above-mentioned Persons including a Factor.
- C. "Goods" means, the whole or any part of the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.
- D. "Container" means any container, flat, pallet, or other form of cargo carrying unit or equipment referred to on the face hereof, or in or on which any Goods may be utilized or otherwise packed or stowed when received by the carrier for carriage hereunder or subsequent to such receipt.
- E. "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed and sealed by the Merchant or on its behalf, although the Merchant may have furnished a description of the contents of such sealed container(s) on this bill of lading.
- F. "Person" means and includes an individual, corporation, partnership or other entity as the case may be.
- G. "Charges" includes freight, demurrage, and all expenses and monetary obligations incurred and payable by the Merchant.
- H. "Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery", means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.
- I. "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

### 2. CONTRACTING PARTIES

The contract evidenced by this Bill of Lading is between the Merchant and the Carrier. The Merchant warrants to the Carrier that he is entitled and is duly authorized by any other person who owns or is entitled to possession of the Goods, or this Bill of Lading, and to deliver the Goods to the Carrier on the terms hereof. Without prejudice to the forgoing, each Merchant agrees in accepting this Bill of Lading from the Carrier and also in accepting endorsement or deliver hereof from the Shipper, Consignee or any other prior endorsee or holder and or deliverer of the Goods. The Merchant confirms, ratifies and agrees to be bound by all of the stipulations, exceptions and conditions stated herein on the front or back hereof and that the contract contained or evidenced herein shall be fully binding between the Carrier and such Merchant in all respects. Each Merchant also agrees that all agreements previously made for the carriage of the Goods are superseded by the contract contained or evidenced herein.

### 3. SUB-CONTRACTING

The Carrier shall be entitled to sub-contract on any terms, the whole, or any part of the carriage, loading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant undertakes that no claims or allegation shall be made against any servant, agent, or sub-contractor, including without limiting the generality foregoing terminal and depot operators and stevedores of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them, any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless made to indemnify the Carrier against all consequences thereof. Without prejudice to the forgoing, every such servant, agent, and sub-contractor, including the generality of the foregoing terminal and depot operators and stevedores, shall have the benefit of all provisions herein benefitting the Carrier as if such provisions were expressly for their benefit, and entering into this Contract, the Carrier to the extent of those provisions, does so not only on its own behalf, but as agent and trustee for such servants, agents, and sub-contractors including without limiting the generality of the foregoing terminal and depot operators and stevedores. The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

### 4. SCOPE

The Goods may, at the Carrier's absolute discretion, be carried as a single or several shipments by the Vessel and or any other means of transport and through any route whatsoever whether or not such route is direct, advertised or customary route. Any action taken by the Carrier under this clauses or delay resulting therefrom shall be deemed to be included within the contractual carriage and shall not be a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading.

### 5. CLAUSE PARAMOUNT

- A. To and From non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-United States ports by the Carrier and any Participating Carrier, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will apply. The Hague-Visby Rules shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also apply to the Carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.
- B. To or From United States Ports. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COGSA; the Pomerene Act [49 U.S.C. §80101 et. seq.] for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.
- C. Other Applicable Laws. The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions or sections 4281 to 4287, inclusive, of the Harter Act of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel on which the Goods are carried.

### 6. LIMITATION OF LIABILITY:

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

- A. Where the Hague-Visby Rules apply hereunder by national law by virtue of clause 5, the Carrier's liability shall in no event exceed the amounts provided in the applicable national law.

B. Where Carriage includes Carriage to, from or through a port in the United States of America and US COGSA applies by virtue of clause 5, Carrier shall not in any event be or become liable in an amount exceeding US\$500 per Package or customary freight unit.

C. AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading on the front of the Bill of Lading, covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate. If the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

D. Where the British International Freight Association (BIFA) rules apply by virtue of clauses 5, Carrier's compensation shall not exceed the limitation of liability of 2 SDR per kilo of the gross weight of any Goods lost or damaged by reference to the invoice value of the Goods plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.

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

#### 7. CARRIER'S RESPONSIBILITY

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

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

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

(a) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under Clause 6 above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).

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

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

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

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

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

(i) cannot be departed from by private contract to the detriment of the Merchant

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

(iii) where neither (i) or (ii) above shall apply, any liability of the Carrier shall be determined by 4-B(1) above.

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

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

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

F. NOTICE OF LOSS OR DAMAGE: The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three consecutive days thereafter. In any event, the Carrier shall be discharged from any liability unless suit is brought within one (1) year after the delivery of the goods, or the date when the Goods should have been delivered.

#### 8. GENERAL

A. The Carrier does not undertake that the Goods shall arrive at the port of discharge or the place of delivery at any particular time or to meet any particular market or use and save as is provided in Clause 5. The Carrier shall, in no circumstance, 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 consequential loss or damage caused by delay, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading.

B. Save as is otherwise provided herein, the Carrier, shall in no circumstances be liable for direct, indirect, or consequential loss or damage arising from any other cause.

C. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant, whether before, or after the Goods are received by the Carrier for transportation or delivered to the Merchant.

#### 9. DEFENSES AND LIMITS FOR THE CARRIERS

The defenses and limits of liability provide 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 the Contract or in tort.

#### 10. SHIPPER PACKED CONTAINERS

A. If a container has not been filled, packed, stowed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents, and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability, or expense incurred by the Carrier if such injury, loss, damage liability, or expense has been caused by:

a. the manner in which the Container has been filled, packed, stowed, stuffed or loaded, or,  
b. the unsuitability of the contents for carriage in Containers, or,  
c. the unsuitability of defective condition of the container which would have been apparent upon reasonable inspection by the Merchant, at, or prior to the time the container was filled, packed, stowed, stuffed, or loaded.

B. If a container which has not been filled, packed, stowed, stuffed, or loaded by the Carrier, is delivered by the Carrier with its seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder, and the Carrier shall not be liable for any loss of, or damage to the contents of the container.

C. The Shipper shall inspect the Container(s) before stowing them and the use of the container(s) shall be prima facie evidence of their being sound and suitable for transportation of the Goods.

#### 11. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents thereof. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried, either at all, or without incurring any additional expense or taking any measures in relation to such Package or Container, or its contents, or any part thereof, the Carrier may abandon the transportation thereof and or take any measures and or incur any reasonable expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

12. No representations are made by the Carrier as to the weight, contents, measure, quantity, description, conditions, marks, numbers, or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description particulars.

#### 13. MERCHANT'S RESPONSIBILITY

A. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant upon receipt of the Bill of Lading, and that such particulars furnished by, or on behalf of the Merchant are correct.

B. The Merchant shall indemnify the Carrier against all loss, damage, or expense arising or resulting from inaccuracies or inadequacy of such particulars.

#### 14. FREIGHT AND CHARGES

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

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

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

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

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

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

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

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

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

#### 15. LIEN

A. The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

B. If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods will become deteriorated, decayed, or worthless, the Carrier may at his discretion subject to his lien and without any responsibility attaching to him, sell, abandon, or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

#### 16. MATTERS AFFECTING PERFORMANCE

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

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

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

B. If, after storage, discharge, or any actions taken above, Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-part 16A, including delay or expense to the Ship, and Carrier shall have a lien upon the goods to that extent.

C. The situations referred to in sub-part 16(A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage.

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

#### 17. DANGEROUS GOODS

A. The Merchant undertakes not to tender for transportation any Goods which are dangerous, inflammable, radioactive, or of damaging nature, without previously giving written notice to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during carriage. The Carrier or the Master may however, in their absolute discretion, reject any such cargo.

B. If the requirements of sub-class A are not complied with, the Goods may, at any time or place, be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage, or expense arising out of the Goods being tendered for transportation or handled, or carried by the Carrier. Further, the Carrier shall be under no liability to make any general average contribution in respect of such goods.

C. If the Goods of dangerous, inflammable, radio-active or damaging nature which were tendered in compliance with sub-clause A, shall become a danger to the Vessel, cargo, or any other property or person, such Goods may in like manner, be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage, or expense which the Carrier could not avoid by the exercise of reasonable diligence, but incurred as a result of the Carriage of such Goods.

#### 18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

A. The Goods may be stowed by the Carrier in containers or similar articles of transport used to consolidate goods.

B. Goods stowed in Containers, whether by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant unless on the face hereof it is specifically stipulated that the Containers will be carried under deck, and if carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such Goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for purpose of the Hague Rules or similar provisions of any other Acts which may be applicable.

#### 19. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, liens, imposts, expenses, or losses incurred or suffered by reason thereof or any illegal, incorrect, or insufficient marking, numbering, or addressing of the Goods, and indemnify the Carrier in respect thereof.

#### 20. GENERAL AVERAGE

General average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules 1974 as amended 1990, and the Merchant shall provide such security as may be required by the Carrier.

#### 21. VARIATION OF THE CONTRACT, ETC.

No servant or agent of the Carrier shall have the power to waive or vary any terms of the Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier in this connection

#### 22. INTERMODAL TRANSPORT

A. This Bill of Lading may be issued for INTERMODAL Transportation in any country. When so issued as between the Merchant and an Inland Carrier, custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and Bill of Lading applicable to or issued by the Inland Carrier. Copies of the form of the Inland Carrier's applicable Bill of Lading are available upon request.

B. Claims by the Merchant against an Inland Carrier for loss or damage shall be given, and suit commenced as provided in the Inland Carrier's applicable Bill of Lading.

#### 23. NEGOTIABILITY

This Bill of Lading shall be non-negotiable unless made out "to order", in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or transfer the Goods herein described.

#### 24. LAW AND JURISDICTION

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

#### 25. CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) on file pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 9: Freight Forwarder Compensation

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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

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

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

C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.

D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.

E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.

F. No compensation shall be paid to anyone at port or ports of destination.

G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.

H. Freight Forwarder Compensation shall be as specified in individual NRAs, if any.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 10: Surcharges, Assessorial and Arbitraries

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

All surcharges applicable to shipments are provided in individual Negotiated Rate Arrangements NRA's and shall be for the account of the cargo.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 11: Minimum Quantity Rates

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Not applicable.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 12: Ad Valorem Rates

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8.

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

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

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 13:** Transshipment

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Not Applicable.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 14:** Co-Loading in Foreign Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

- (1) The Carrier from time to time tenders cargo for co-loading.
- (2) Carrier enters into carrier-to-carrier relationships for co-loading of cargo with the following NVOCCs from time to time:
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) Carrier 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 Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 15:** Open Rates in Foreign Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Not Applicable.

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## Tariff Rule Information

**025051-100:** GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
**Amendment No.:** O  
**Rule 16:** Hazardous Cargo

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or



under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, WIV, OAE, England as listed below:

1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids

5 - Oxidizing Substances and organic peroxide

4 - Poison and infectious substance

5 - Radioactive substance

6 - Corrosives

7 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)

8 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 17: Free Time and Demurrage

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed in their tariffs or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading will be for the account of the cargo without in any way affecting the liability of the carrier for the condition of cargo.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 18: Returned Cargo in Foreign Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Not Applicable.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 19: Shippers Requests in Foreign Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Shipper or Consignee requests or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 20: Overcharge Claims

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

A. Bill of Lading Commodity Description

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

#### B. Overcharges

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

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

In cases of claims by shipper or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984. Claims seeking a refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, 800 North Capital St., Washington, DC 20573, within three years of the date of cause of action occurs.

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 21:	Use of Carrier Equipment

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 22:	Automobile Rates in Domestic Offshore Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Not Applicable.

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 23:	Carrier Terminal Rules and Charges

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.: O	
Rule 23-01:	Destination Terminal Handling Charges (DTHC)

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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### Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 24:	NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

**A. Bonding of NVOCC**

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

**2. Bond No. 8820079**

3. Issued By: Lexon Insurance Company  
256 Jackson Meadows Drive  
Hermitage, TN 37076

**B. Agent for Service of Process**

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

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

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

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 25:	Certification of Shipper Status in Foreign Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

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

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

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 26:	Reserved For Future Use

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Reserved for future use

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 27:	Loyalty Contracts in Foreign Commerce

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Not Applicable.

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## Tariff Rule Information

025051-100:	GP LOGISTICS, LLC NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

**CARRIER** - means publishing carrier and/or inland U.S. Carriers.

**CONSIGNOR, CONSIGNEE OR SHIPPER** - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

**CONTAINER FREIGHT STATION (CFS)** - (Service Code S)

a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

**CONTAINER LOAD - (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

**CONTAINER YARD** - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

**CONTROLLED TEMPERATURE** - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

**DRY CARGO** - means cargo other than that requiring temperature control.

**IN PACKAGES** - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

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

**KNOCKED DOWN FLAT (KDF)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

**LESS THAN CONTAINER LOAD (LTL)** - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

**LOADING OR UNLOADING** - means the physical placing of cargo into or the physical removal of, cargo from containers.

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more NRAs.

**MOTOR CARRIER** - means U.S. Motor Carrier or Motor Carriers.

**NVOCC SERVICE ARRANGEMENT (NSA)** means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

**NSA SHIPPER** - means a cargo owner, the person for whose account the ocean transportation is provided, the person to whom delivery is to be made, a shippers' association, or an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

**NEGOTIATED RATE ARRANGEMENT (NRA)** - means the written and binding arrangement between an NRA shipper and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

**NESTED SOLID** - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.

**ONE COMMODITY** - means any or all of the articles described in any one-NRA.

**PACKING** - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

**PUBLISHING CARRIER** - means GP Logistics, LLC, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License and Organization No. 025051N.

**RAIL CARRIER** - means U.S. rail carrier or rail carriers.

**SHIPMENT** - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.

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

**UNPACKING** - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: 0  
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

**EXPLANATION OF ABBREVIATIONS**

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

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100  
Amendment No.: O  
Rule 30: Access to Tariff Information

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

This tariff is published on the web at: <http://gplogistics.com/ocean-freight/>. Please refer to the tariff profile or title page for additional contact information.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100  
Amendment No.: O  
Rule 31-200: Reserved for Future Use

**Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014**

Rules 31-200 reserved for future use.

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## Tariff Rule Information

025051-100: GP LOGISTICS, LLC  
NRA RULES TARIFF NO. 100  
Amendment No.: O  
Rule 201: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)

Effective: 15JUL2014 Thru: NONE Expires: NONE Publish: 15JUL2014

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

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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End of Rule Text  
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