

**PYRAMID LINES LIMITED  
TARIFF NO. 001**

**ORIGINAL TITLE PAGE**

**FMC No.: 024243**

**Non-Vessel Operating Common Carrier**

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## **TITLE PAGE**

TARIFF NO. 001

Governing Rules Tariff

NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS / AND BREAKBULK

BETWEEN

U.S. PORTS AND POINTS

AND

WORLD WIDE PORTS AND POINTS

**PYRAMID LINES LIMITED** is a Non-Vessel Operating Common Carrier (NVOCC) registered with the Federal Maritime Commission (FMC) and operating under FMC organization number 024243.

### **NOTICE TO TARIFF USERS**

This document is compiled to reflect Carrier's tariff as published in compliance with regulations of the Federal Maritime Commission. The official tariff is that contained in the internet website at [www.pyramidlines.com](http://www.pyramidlines.com)

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## Tariff Information

### Tariff Details

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### Organization Information

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## Tariff Rule Information

024243-001:

PYRAMID LINES LIMITED

FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 1: Scope

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Rules, regulations and rates 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 and in the individual Tariff Line Items (TLI's) of this tariff:

### 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 TLI's. 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 tariff line items of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 1-A: Worldwide Ports and Points

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Except as otherwise provided herein, this tariff provides rates and charges between U.S. Ports and Points and World Wide Ports and Points.

Rates also apply to/from ports and inland points named in the individual tariff line items (TLI's) of this tariff.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
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Amendment No.: IR  
Rule 1-B: Intermodal Service

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Intermodal through rates apply from and to points in the U.S., listed below only as specified in individual tariff line items.

#### 1. U.S. IPI origin and destination states, and grouping:

Alabama	AL	Nebraska	NE
Arizona	AZ	Nevada	NV
Arkansas	AR	North Carolina	NC
California	CA	North Dakota	ND
Colorado	CO	New Hampshire	NH
Connecticut	CT	New Jersey	NJ
Delaware	DE	New Mexico	NM
Florida	FL	New York	NY

Georgia	GA	Ohio	OH
Idaho	ID	Oklahoma	OK
Illinois	IL	Oregon	OR
Indiana	IN	Pennsylvania	PA
Iowa	IA	Rhode Island	RI
Kansas	KS	South Carolina	SC
Kentucky	KY	South Dakota	SD
Louisiana	LA	Tennessee	TN
Maine	ME	Texas	TX
Maryland	MD	Utah	UT
Massachusetts	MA	Vermont	VT
Michigan	MI	Virginia	VA
Minnesota	MN	Washington	WA
Mississippi	MS	West Virginia	WV
Missouri	MO	Wisconsin	WI
Montana	MT	Wyoming	WY

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
 FMC Tariff No. 001 - Between (US and World)  
 Amendment No.: IR  
 Rule 2: Application of Rates and Charges

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

1. Rates published in this Tariff are stated in terms of U.S. Currency 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.

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

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

2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rates 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.

The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.

Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper'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. (See item 16, re: Advanced Charges.)

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 rate provided for the highest rated articles contained therein.

4. Rates as published herein 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 the rates in this Tariff are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

7. The rates shown in this Tariff except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, rates published in this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for the applicable Cargo, N.O.S. rate shall be applied.

9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.

10. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question, eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply. One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone, (Examples):

A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).

A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

13. 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.

#### 14. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

#### 15. SERVICE OPTIONS:

The following service types are available and pertain to rates contained in this tariff.

##### Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual TLI's or where specified in an Inland Rate Table.

##### Container Yard (Y)

The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

##### Container Freight Station (S)

The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

#### 16. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 2-005:	All Inclusive (AI)

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All Inclusive – tariff rates which are stated as “All Inclusive” include the following: Ocean Freight, Bunker Adjustment Factor (BAF), Currency Adjustment Factor (CAF), Destination Delivery Charge (DDC), Peak Season Surcharge (PSS), Suez Canal Surcharge, Panama Canal Surcharge, Shanghai Port Surcharge, Imbalance Surcharge, Interim Fuel Participation (IFP), Terminal Handling Charge (THC), Bunker Adjustment Factor (BAF), Italy Emergency Bunker Adjustment (EBA, EBS, EBAF), War Risk Surcharge, Suez Canal Transit, Alameda Corridor Charge, West Coast Port Congestion Fee, Advance Manifest Security Charge, Bunker Charge (BC), Europe to us Chassis Usage Charge (CUC), Origin Pick-Up Charge, Destination Pick-Up Charge, Bill of Lading Fee, and Destination Terminal Handling Charge.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
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 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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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
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Rule 2-015: Pass Through Charges

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Carrier may publish with immediate effect changes in charges and additional charges which are not under the control of Carrier and which Carrier passes through to its customers without mark-up. Certain of Carrier's charges to Shippers are based on rates charged to Carrier by third parties, such as terminals, public authorities and vessel operating carriers. From time to time, these third parties impose charges on the Carrier in a manner that prohibits Carrier from providing a thirty-day notice of the increase. When Carrier passes these charges through to Shippers without mark-up, they will be published in this Tariff with an effective date matching the effective date of the underlying service provider. Although Carrier will endeavor to publish these pass through charges as quickly as possible after it receives notice, they may, in some cases, take effect upon publication.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
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's discharging terminal and carrier's delivery terminal provided the rates are into 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 freight rates 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

**024243-001:** PYRAMID LINES LIMITED  
**FMC Tariff No. 001 - Between (US and World)**  
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**Rule 2-030:** Mixed Commodity Rates

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Mixed Commodities

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

**024243-001:** PYRAMID LINES LIMITED  
**FMC Tariff No. 001 - Between (US and World)**  
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**Rule 2-040:** Container Capacity

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Where rules or rates make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

### CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZE	TYPES	TEMPATURE	SERVICE TYPE
20' Std 20 Foot Container	AC Atmosphere Control	AC Artificial Atmosphere Control	D Door
40' Std 40 Foot Container	DF Drop Frame	CLD Chilled	M Motor
40' HC 40 Foot High Cube	FB Flat Bed	FRZ Frozen	R Rail Yard
45' Std 45 Foot Container	FR Flat Rack	HTD Heated	S Cont Frgt Station
	GC Garment Container	N/A Not Applicable/Not Operating	U Rail Siding
	HH Half Height	RF Refrigerated	X Team Tracks
	IN Insulated	VEN Ventilated	Y Container Yard
	N/A Not Applicable		
	N/C Non-Containerized		
	OT Open Top		
	PC Dry		
	PL Platform		
	RE Reefer		
	TC Tank		
	TL Top Loader		
	TR Trailer		
	VR Vehicle Racks		

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

**024243-001:** PYRAMID LINES LIMITED  
**FMC Tariff No. 001 - Between (US and World)**  
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**Rule 2-050:** Shipper Furnished Containers

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

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 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 furnished containers will be accepted only at loading ports CY and delivered only at destination CY.

E. 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

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
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Rule 2-060:	Measurement And Weight

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

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.

2. Rounding off- Dimensions

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

3. Calculating Cubic Measurements

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

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

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

4. OFFICIAL MEASURERS AND WEIGHERS

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

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

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

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

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 2-070: Overweight Containers

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

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

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 2-080: Shipper's Load And Count

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

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, shipments destined to more than one port of discharge may not be loaded by 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 and 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

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Assessorial attached with application of Optional.

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 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. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with tariffs on file with the FMC.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 2-100:	Mixed Shipments

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.
4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 2-110:	Break Bulk and LCL Rates

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Unless otherwise provided, break bulk and LCL rates apply on cargo delivered to Carrier's Terminal. Containers are to be picked up at Carrier's CY and chassis or flatbed must be provided by the Shipper

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 2-120: Freight All Kinds (FAK)

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

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 individual Commodity Item.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Different levels of Service are offered by the Carrier as shown below. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified.
2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.
3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Amendment No.: IR  
Rule 2-140: FDA PRIOR NOTICE

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

### A. Prior Notice and Registration Requirements:

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

### B. Responsibility for Prior Notice and Registration:

It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

### C. Evidence of Compliance:

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon

arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agency(s) and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

**D. Failure to Comply:**

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. 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, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.:	IR
Rule 2-150:	DOCUMENTATION FEES

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Except as otherwise provided all shipments will be subject to the following:

1. Documentation Fee: A documentation fee will be assessed per bill of lading pursuant to local rules.
2. AES Fee: When Carrier prepare and file shipper's Export Declarations (SED) with the U.S. government a fee will be charged pursuant to local rules.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.:	IR
Rule 2-160:	AMS CHARGES – DESTINATIONS IN THE USA

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Except as otherwise provided in tariff line items, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to

Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:

Cargo Declaration Data Charge: US\$33.75 or EUR 25.00 per bill of lading.

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:

Amendment Fee: US\$ 54.00 or EUR 40.00 per correction.



3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 2-165:	AMS CHARGES – ALL OTHER NON-USA COUNTRIES

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Except as otherwise provided in tariff line items, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations and/or transshipments in Turkey, Egypt, China, South Korea, Argentina, Jordan, Mexico, Canada, India, South Africa, Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, United Kingdom.

1. In the event Carrier submits advance cargo declaration data to the local Customs Authorities of the above mentioned countries for cargo loaded on a vessel at a U.S. port or Us- territories port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be: Cargo Declaration Data Charge USD \$33.75 or EUR 25.00 per bill of lading.

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the local Customs Authorities of the above mentioned countries that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be: Amendment Fee US\$ 54.00 or EUR 40.00 per correction.

3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the local Customs Authorities of the above mentioned countries.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and the local Customs Authorities of the above mentioned countries as follows: If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the local Customs Authorities of the above mentioned countries in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill".

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 2-170:	SUBMISSION OF CARGO DECLARATION DATA

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

A. Submission of Cargo Declaration Data; Deadline for Same: All shippers of cargo on board a vessel that will call in the United States, for U.S. import cargo, and foreign destination cargo on board a vessel that will call in the United States, must submit the information named below regarding such cargo to the Carrier in writing, including by electronic transmission, not later than 24 hours prior to the receipt of the cargo by the Carrier.

A1. 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. For example, a container containing 10 pallets with 200 cases shall be described as 200 cases. Generic descriptions such as "Cargo, NOS", "FAK", "Freight, All Kinds", "General Cargo", "Chemicals", "Foodstuffs", and "Said to Contain" are not acceptable descriptions.

A2. 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").

A3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

A4. Internationally recognized hazardous material code when such materials are being shipped.

A5. Seal numbers for all seals affixed to the container.

B. 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 U.S. Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service. For the purpose of this term, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

B1. Any FMC licensed or registered NVOCC with a U.S. Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the U.S. Customs Service shall also be required to fulfill the information requirements of

Paragraph A above, regardless of the fact that the information has been submitted directly to U.S. Customs.

B2. NVOCC Co-Loading: For purposes of this subparagraph, the term "Master NVOCC" shall mean the NVOCC that is the customer of the VOCC and tenders co-loaded cargo to the VOCC in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the U.S. 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 U.S. Customs Service, but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the U.S. Customs Service, it shall be the obligation of the Master NVOCC to provide the VOCC with the information described in paragraph A with respect to all co-loaded cargo tendered to the VOCC by the Master NVOCC.

C. Failure to Provide Information; Denial of Permission to Load Cargo:

C1. Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this Rule.

C2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the failure to provide 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 attorneys' fees, incurred in connection with such legal action.

D. Indemnification of Carrier: If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload 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 attorneys' fees, incurred in connection with such legal action.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 3: Rate Applicability Rule

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

The tariff rates, rules and charges applicable to a given shipment must be those published and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of rates 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

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 4: Heavy Lift

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Not Applicable.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 5: Extra Length

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

LCL rates are subject to extra length surcharge as defined in the individual Tariff Line Item.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 6: Minimum Bill of Lading Charges

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 7: Payment of Freight Charges

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

### 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 rates and charges as required.

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

Except as otherwise provided, freight and charges shall be prepaid in the United States in U.S. dollars.

### 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 CONVERTABILITY:

#### 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**

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 8: Bill(s) of Lading

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Carrier's bill of lading and Terms & Conditions are provided herein.

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(1) SHIPPER/ EXPORTER		(4) DOCUMENT NUMBER	(5) B/L NUMBER	
		(6) REFERENCES NOS:		
(2) CONSIGNEE (This bill is non-negotiable unless marked "To order" or "To the order of ....").		(7) FORWARDING AGENT (Name and address – references) FMC NO.		
(3) NOTIFY PARTY (No liability shall attach to the Carrier or to his Agent for failure to notify. See Clause 21).		(8) FOR DELIVERY OF THE GOODS APPLY TO:		
(9) VESSEL / VOYAGE				
(10) PLACE OF RECEIPT (Combined Transport only)	(11) PORT OF LOADING	(14) POINT (STATE) OF ORIGIN OR FTZ NUMBER		
(12) PORT OF DISCHARGE	(13) PLACE OF DELIVERY (Combined Transport only)	(15) TYPE OF MOVE		
(16) BELOW PARTICULARS FURNISHED BY SHIPPER- CARRIER NOT RESPONSIBLE – (See Clause 9)				
(17) MKS. & NOS. CTR/ SEAL NO.	(18) NOS. OF PACKAGES	(19) DESCRIPTION OF PACKAGES AND GOODS	(20) GROSS WEIGHT	(21) MEASUREMENT
<p style="font-size: 2em; opacity: 0.3; transform: rotate(-45deg);">NOT VALID FOR ORIGINAL</p>				
(22) CARRIER'S RECEIPT: total number of containers or packages received by Carrier:		Carrier's standard terms and conditions are applicable to this Bill of Lading, available at Carrier's homepage <a href="http://www.pyramidlines.com">www.pyramidlines.com</a> .		
(23) FREIGHT CHARGES PAYABLE AT:		Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number or quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the Port of Loading (or the Place of Receipt, if mentioned above) to the Port of Discharge (or the Place of Delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-25 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 16) and the carrying vessel (see clause 19). Where the bill of lading is non-negotiable the Carrier may give delivery of the Goods to the named consignee upon reasonable proof of identity and without requiring surrender of an original bill of lading. Where the bill of lading is negotiable the Merchant is obliged to surrender one original, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a bill of lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant.. IN WITNESS WHEREOF the numbers of original Bills of Lading stated on this side have been signed and wherever one original Bill of Lading has been surrendered any others shall be void.		
(24) FREIGHT DETAILS, CHARGES, ETC.	(25) PREPAID	(26) COLLECT	(27) DECLARED CARGO VALUE (See Clause 7.4)	(28) NUMBER OF ORIGINAL BILLS OF LADING
		(29) PLACE AND DATE OF ISSUE OF B/L		
TOTAL CHARGES			(30) SIGNED AND ISSUED AS AGENTS FOR AND ON BEHALF OF PYRAMID LINES LTD. AS CARRIER BY:	

**Pyramid Lines Ltd.- BILL OF LADING Terms & Conditions**

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1. **LAW AND JURISDICTION**

- 1.1 The contract evidenced by or contained in this Bill of Lading shall be governed by and construed in accordance with the laws of Hong Kong.
- 1.2 Any claim against Carrier under this Bill of Lading or otherwise arising from the Carriage or in relation to the Goods shall be determined exclusively by the Courts of Hong Kong to which jurisdiction Merchant hereby irrevocably submit. Merchant agrees that it shall not institute legal proceedings in any other Courts and shall Indemnify Carrier for all legal costs and expenses incurred by Carrier to stay or remove a suit filed in another forum.
- 1.3 Carrier shall be entitled to bring any legal proceedings against Merchant in the Courts of Hong Kong or in any other jurisdiction (including jurisdiction(s) where Merchant has a place of business or assets) and legal proceedings by Carrier in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

## 2. DEFINITIONS

In this Bill of Lading, unless the context otherwise requires:

**"Carriage"** means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier (as private carrier) in relation to the Goods covered by this Bill of Lading.

**"Carrier"** means Pyramid Lines Ltd. (trading as Pyramid Lines), 6/F Alexandra House, 18 Chater Road, Central, Hong Kong on whose behalf this Bill of Lading has been signed.

**"Carrier Group"** means Carrier and every other company which from time to time is or becomes a subsidiary or holding company of Carrier, or a subsidiary of any such holding company or the ultimate holding company of Carrier (and the terms **"subsidiary"** and **"holding company"** shall have the meanings given to them by Companies Ordinance (Chapter 32 of the Laws of Hong Kong).

**"Combined Transport"** arises if either or both of the Place of Receipt and the Place of Delivery are duly indicated in the relevant boxes on the face hereof (providing that the address in the relevant box is not simply the name of a port).

**"Container"** includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.

**"Freight"** includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes and dues payable by Merchant to Carrier in accordance with Carrier's applicable Tariffs or this Bill of Lading.

**"Goods"** means the whole or any part of the cargo received by or for Carrier from Merchant for Carriage under this Bill of Lading and includes any Container, packing or equipment not supplied by or for Carrier.

**"Hague Rules"** means the provisions of the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

**"Hague-Visby Rules"** means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying the Hague-Visby Rules.)

**"Indemnify"** includes defending, indemnifying and holding harmless, including in respect of legal costs and expenses.

**"Liabilities"** includes any and all claims, demands, losses, damages, liabilities, fines, penalties, costs and expenses (including legal costs and expenses) of whatsoever nature and howsoever arising.

**"Merchant"** includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, the notify party, any person owning or entitled to the possession of or otherwise having any interest in the Goods or this Bill of Lading, and any person acting on behalf of any such persons aforesaid.

**"Port to Port Shipment"** arises if the Carriage is not Combined Transport.

**"Rights and Defences"** includes any and all rights, defences, exemptions, limitations of liability, liberties, immunities and benefits of whatsoever nature and howsoever acquired.

**"Sub-Contractors"** includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, customs brokers, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.

**"U.S.A."** means the United States of America.

**"US Carriage"** means carriage to, from or through any port of the U.S.A.

**"US COGSA"** means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.

**"Vessel"** includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other person.

For purpose of Carrier's limitation of liability:

**"Package"** where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package. In the absence of any such enumeration, then if the Goods are received by Carrier in a Container, the Container shall be the "Package" for the purpose of calculating limitation of Carrier's liability, unless compulsorily applicable law in the individual case stipulates otherwise; and

**"Unit"** has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.

### 3. **INTERPRETATION AND GENERAL**

- 3.1 All the persons within the definition of Merchant shall be jointly and severally liable to Carrier, its agents, servants and Sub-Contractors (together "covenantees") for all representations, warranties, undertakings, agreements, obligations, liabilities, and indemnities (together "covenants") expressed or implied to be made, given or assumed by Merchant in this Bill of Lading as if the covenants were expressly made, given or assumed by Merchant to each of the covenantees. No covenants of Merchant shall be affected by any acts or omissions (whether negligent, deliberate or otherwise) of Carrier or the other covenantees.
- 3.2 In the event that any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Bill of Lading shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its Rights and Defences or as an increase of any of its Liabilities under such compulsorily applicable law.
- 3.3 Subject to contrary compulsorily applicable law in the individual case, provisions herein which exempt, exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent, deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.
- 3.4 No servant or agent of Carrier shall have any authority to waive or vary any term of this Bill of Lading, unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.
- 3.5 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.
- 3.6 References to Clauses are to clauses of the terms and conditions herein. Clause headings and sub-headings are for convenience only and do not affect the construction of the terms and conditions herein.



#### 4. **SUB-CONTRACTING**

- 4.1 Carrier shall be entitled to sub-contract directly or indirectly on any terms whatsoever the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carrier's Rights and Defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors' bills of lading or other transport documents, which will confer or have conferred extensive Rights and Defences on third parties in respect of the Goods and/or the Carriage.
- 4.2 Merchant undertakes that no claim or demand whatsoever shall be made against any person whomsoever (other than the Carrier) by whom the Carriage is performed or undertaken (including without limitation Carrier's officers, servants, agents and Sub-Contractors) which imposes or attempts to impose on any such person or any vessel owned or operated or controlled by any such person any liability whatsoever in connection with the Goods or the Carriage or this Bill of Lading, whether or not arising out of negligence on the part of such person and whether or not founded in contract, bailment, tort, negligence, trust, breach of express or implied warranty or otherwise. If any such claim or demand should nevertheless be made, Merchant shall Indemnify Carrier against all consequences thereof.
- 4.3 Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the Rights and Defences of Carrier under or pursuant to this Bill of Lading as if the same were expressly made also for such person's benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all such persons.
- 4.4 Merchant shall Indemnify Carrier against liabilities arising from or in relation to the Carriage or the Goods or this Bill of Lading insofar as such liabilities exceeds the Carrier's liability limits under this Bill of Lading.
- 4.5 In respect of Carriage or duties or obligations sub-contracted by Carrier as aforesaid, Carrier (without prejudice to its other Rights and Defences) shall, to the maximum extent permitted by any compulsorily applicable law in the individual case, have as against Merchant the benefits of all the Rights and Defences that are available to the respective Sub-Contractors as if the same were expressly incorporated herein for Carrier's benefit (including without limitation the right of Carrier to limit its liability as if it were the owner of the Vessel).

**5. CARRIER'S RESPONSIBILITY (PORT TO PORT SHIPMENT)**

- 5.1 If Carriage is Port to Port, the responsibility of Carrier shall be limited to that Carriage from and during loading onto the Vessel up to and during discharge from the Vessel. The liability of Carrier shall be determined in accordance with:
- (a) any applicable legislation making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading;
  - (b) if the Carriage is US Carriage, the US COGSA, and unless Clause 7.3 is applicable, such liability shall in no event exceed US\$500 per Package or in case of Goods not shipped in packages per customary freight unit;
  - (c) in any other case, (without prejudice to Carrier's other Rights and Defences) the Hague Rules (Articles 1 to 8 inclusive only) save that unless Clause 7.3 is applicable, such liability shall in no event exceed US\$ 100 per Package or Unit or US\$2 per kilo of the gross weight of the Goods lost or damaged, whichever is lower.
- 5.2 Carrier shall be under no liability whatsoever for loss or damage to Goods before loading or after discharge, howsoever caused. Any services rendered to or in respect of the Goods prior to loading or after discharge shall be services rendered by others procured by Carrier as agent only of Merchant, and in respect of such services Carrier shall have no liability whatsoever.
- 5.3 Notwithstanding Clause 5.2, if and to the extent that any compulsory applicable law provides for any additional responsibility for those part(s) of Carriage before loading or after discharge, Carrier shall have the benefit of all Rights and Defences under such compulsorily applicable law, and, subject thereto, all the Rights and Defences pursuant to or under Clause 5.1(c) during those additional part(s) of the carriage, even though the matter giving rise to Carrier's liability did not occur at sea.
- 5.4 If US COGSA applies then it shall govern Carrier's liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or its Sub-Contractor from receipt prior to loading and following discharge prior to delivery including but not limited to when the Goods are at any container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom.

**6. CARRIER'S RESPONSIBILITY (COMBINED TRANSPORT)**

- 6.1 If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.
- 6.2 If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage beyond reasonable doubt, the liability of Carrier shall be determined as follows:
- (a) if it is established that the loss or damage occurred at or during the stage of the Carriage referred to in Clause 0, then in accordance with the provisions thereof;
  - (b) if it is established that the loss or damage occurred at or during any other stage of the Carriage, then:
    - (i) in accordance with any compulsorily applicable law or international convention (including without limitation any applicable international convention relating to carriage by air or land) which provisions cannot be departed from by private contract or agreement to the detriment of Merchant and which would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of the Carriage at or during which the loss or damage occurred; but
    - (ii) if Clause 6.2(b)(i) is not applicable then in accordance with Clause 6.3.
- 6.3 If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant beyond reasonable doubt, then the liability of Carrier shall be determined as follows:
- (a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) and to limit liability to US\$100 per Package or Unit or US\$2 per kilo of the gross weight of the Goods lost or damaged, whichever is lesser.
  - (b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.
- 6.4 If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel and Clauses 5.2 and 5.3 shall apply mutatis mutandis. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.

## 7. GENERAL LIABILITY PROVISIONS

### 7.1 Carrier's Rights and Defences

- (a) The Rights and Defences of Carrier provided in this Bill of Lading shall apply in any action or claim against Carrier for any loss or damage whatsoever and howsoever occurring (and without restricting the generality of the foregoing, including delay, late delivery, non delivery and/or delivery without surrender of this bill of lading) whether the action or claim be founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.
- (b) The Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried.
- (c) Without prejudice to the generality of (a) above, unless contrary to the compulsorily applicable law in the individual case, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but are also applicable in the event of "loss" of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without the presentation of this Bill of Lading to Carrier, its employees, agents or Sub-Contractors.

### 7.2 Inland waterways

Carrier's liability for loss or damage to Goods during inland waterways will be determined as if the loss or damage had occurred during sea carriage.

### 7.3 Value of Goods

Subject always to Carrier's right to limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such compensation shall be calculated by reference to the value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.

#### 7.4 Ad Valorem Declared Value

Higher compensation than the limits provided for elsewhere in this Bill of Lading shall not be claimed unless, with Carrier's consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. In that case the amount of the declared value will be substituted for the Carrier's limits of liability laid down elsewhere in this Bill of Lading and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

#### 7.5 Delay, Consequential Loss

Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. Carrier shall under no circumstances whatsoever be liable for;

- (a) any direct or indirect loss caused by delay;
- (b) any indirect loss of whatsoever nature and howsoever caused.

If notwithstanding the foregoing, Carrier is found liable for any loss falling within (a) and/or (b) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 7.3) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant.

(For the foregoing purposes, "indirect loss" includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages or damage.)

#### 7.6 Notice of Loss or Damage

- (a) Unless notice of loss or damage shall have been given in writing to Carrier or his representative at the Port of Discharge or 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, such removal shall constitute due delivery of the Goods hereunder.
- (b) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

## 7.7 Time-bar

- (a) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Bill of Lading or the Carriage or anything whatsoever in relation thereto, unless suit is brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered or deemed delivered or should have been delivered (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.

**8. MERCHANT'S WARRANTIES AND RESPONSIBILITY**

**8.1 Merchant warrants to Carrier as follows:**

- (a) in accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;
- (b) in accepting this Bill of Lading, Merchant accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning "Merchant".
- (c) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Bill of Lading, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;
- (d) the Goods are lawful goods and contain no contraband or prohibited items;
- (e) without prejudice to Clause 8.1(c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;
- (f) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and
- (g) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.

**8.2 Merchant shall Indemnify Carrier from and against any and all Liabilities incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Bill of Lading.**

9. **DESCRIPTION OF GOODS**

- 9.1 This Bill of Lading shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as "TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER".
- 9.2 Save as provided in Clause 9.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, value or condition of the Goods (all of which are unknown to it).
- 9.3 Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.
- 9.4 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.
- 9.5 It is agreed that superficial rust, oxidation or any like condition due to moisture, is not "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.
- 9.6 Where an "On Board" endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the Vessel, or (ii) rail cars, trucks, lorries, feeder ships, barges or other means of transportation, and are in the custody of an inland or ocean carrier for transportation in accordance with the terms of this Bill of Lading.



## 10. CONTAINERS

### Carrier Containers

- 10.1 Goods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or quality.
- 10.2 Any Container released into the care of Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchant's purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition prescribed by Carrier and empty Containers shall be re-delivered with their interiors properly brushed and cleaned. Until proper re-delivery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all applicable demurrage, detention and other charges and expenses and shall Indemnify Carrier for all Liabilities arising therefrom.
- 10.3 Merchant shall be responsible for any loss and/or damage to, and any Liabilities caused or incurred by such Container whilst in its custody or control.

### Merchant Packed Container

- 10.4 Acknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container arising out of:
- (a) the manner in which the Container has been packed;
  - (b) the unsuitability for Carriage of the contents of the Container;
  - (c) (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting of temperature controls thereof;
  - (d) (if the Container was supplied by Carrier) the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or prior to the time the Container was packed; or
  - (e) the packing in the Container of temperature controlled Goods that are not at the correct temperature for Carriage.
- 10.5 Merchant warrants that all Merchant Packed Containers (i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and

sealing thereof are proper, safe and suitable for the Carriage and the seal number shall be communicated in writing by Merchant to Carrier.

- 10.6 Delivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Bill of Lading. Carrier shall not be liable for any shortage of Goods.

**11. INSPECTION OF GOODS**

- 11.1 Carrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by Merchant.
- 11.2 If by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing, inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the Freight.

**12. PERISHABLE GOODS/TEMPERATURE CONTROLLED CARGO**

- 12.1 Goods of a perishable nature will be carried in ordinary Containers without special protection, services or other measures unless (i) otherwise expressly agreed in writing by Carrier before receipt of the Goods, (ii) there is noted on the front hereof that the Goods will be carried in a refrigerated or heated or electrically ventilated or other specially equipped Container, and (iii) any applicable extra freight and charges have been paid by Merchant.
- 12.2 Merchant shall not tender for Carriage any Goods which require temperature control or refrigeration without Carrier's prior written consent. Where Carrier in its sole discretion agrees to accept such Goods, Merchant warrants and undertakes that (i) Merchant has notified Carrier in writing of the nature of the Goods and the required temperature setting of the thermostatic controls before Carrier received the Goods, (ii) the relevant box on the front hereof will be appropriately completed and will state the nature of the Goods and the particular temperature range required to be maintained, and (iii) (in the case of a temperature controlled Container not consolidated by or for Carrier), the Container has been properly pre-cooled, the Goods therein have been properly consolidated and the thermostatic controls have been properly set by Merchant, all before Carrier received the Goods.
- 12.3 Merchant acknowledges that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and Carrier shall not be responsible for the consequences of Goods presented at a higher temperature than that required for Carriage.
- 12.4 Carrier shall not be liable for any loss of or damage to the Goods caused by or arising from:
- (a) any non-compliance of this Clause 12 by Merchant (who shall Indemnify Carrier for any Liabilities suffered by Carrier resulting from such non-compliance);
  - (b) defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container (whether or not supplied by or for Carrier).
- 12.5 Merchant acknowledges that temperature controlled Containers are not designed to monitor and control humidity levels and Carrier does not guarantee the maintenance of any particular humidity level inside any Container.

**13. HEAVY LIFT**

- 13.1 Any single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant on the outside in letters and figures not less than five (5) centimetres in height.
- 13.2 Merchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo.
- 13.3 In the event of any non-compliance by Merchant of Clause 13.1 or Clause 13.2;
- (a) Carrier shall be released of all liabilities in respect of the Goods;
  - (b) Merchant shall Indemnify Carrier against all Liabilities incurred by it by reason of such non-compliance;
  - (c) Carrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Bill of Lading.

14. **DANGEROUS GOODS**

- 14.1 "Dangerous Goods" includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active materials) in nature (whether or not listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever or other goods.
- 14.2 Merchant warrants that it shall not tender to Carrier for Carriage any Dangerous Goods unless Merchant has:
- (a) given written notice of their nature, type, name, label and classification to Carrier, and obtained Carrier's prior express consent in writing;
  - (b) distinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous Goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations which may be applicable during the Carriage;
  - (c) submitted to Carrier and the relevant authorities all documents required by any laws which may become applicable during the carriage or otherwise required by Carrier; and
  - (d) not permitted incompatible goods to be packed in the same Container.
- 14.3 If any Goods (which are Dangerous Goods) are delivered to Carrier for Carriage in breach of Clause 14.2 or such Goods, although tendered in compliance with Clause 14.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 19, without prejudice to its other Rights and Defences.
- 14.4 Merchant shall fully Indemnify Carrier against all Liabilities arising out of the Carriage of any Dangerous Goods tendered by Merchant including (without limitation) Liabilities resulting from injuries caused to any person (including Carrier's employees, agents and Sub-Contractors), damage to any property (including any Container and Vessel), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any governmental agencies or authorities.

15. **DECK CARGO AND LIVESTOCK**

- 15.1 Goods whether containerized or not may be stowed on or under deck at the sole discretion of Carrier without notice to Merchant and such stowage shall not be a deviation of whatsoever nature or degree. If Goods are carried on deck, Carrier shall not be required to note, mark or stamp on the face hereof any statement of such deck carriage. Save where Clause 15.2 applies, all Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of "Goods" for the purposes of the Hague Rules (Articles 1 to 8 inclusive) or any legislation compulsorily applying the Hague Rules (including the US COGSA) or the Hague-Visby Rules.
- 15.2 Goods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried at the sole risk of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether or not caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or livestock.

16. **FCL MULTIPLE BILLS OF LADING**

16.1 This Bill of Lading is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification to the effect that the Goods is "one of ... part cargo in the Container". The special arrangement of receiving Goods on basis of FCL Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carrier's absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage or discrepancies of goods which are found upon unpacking of the Container. Without prejudice to any other conditions which Carrier may stipulate when accepting such special arrangement, Merchant agrees that the following provisions shall apply:

- (a) the Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or acknowledgement in respect thereof.
- (b) the Goods will be delivered in the Container to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a single Merchant at a single place.
- (c) if Clause 16.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder, but will only be effected against payments by Merchant of appropriate charges and expenses as laid down in Carrier's applicable Tariffs.
- (d) if all or part of the total contents within the Container consists of bulk goods or inappropriate goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due delivery hereunder.
- (e) instructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if so required by Carrier, together with the production of the originals of all bills of lading covering all the contents in the Container.
- (f) Merchant undertakes to Indemnify Carrier from and against any and all Liabilities arising from accepting the Goods for Carriage on the basis of the aforesaid special arrangement.

**17. HINDRANCES AFFECTING PERFORMANCE**

- 17.1 If at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the following:
- (a) carry the Goods to the Port of Discharge or Place of Delivery by an alternative route or means; or
  - (b) suspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Bill of Lading and (if practical) use reasonable endeavors to forward them to the Port of Discharge or Place of Delivery; or
  - (c) abandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.
- 17.2 Without prejudice to Carrier's other Rights and Defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances (or any of them) referred to above.



**18. METHODS AND ROUTE OF TRANSPORTATION**

18.1 Carrier may at any time and without notice to Merchant and for whatever purposes whether or not connected with Carriage:

- (a) use any means of transport or storage whatsoever;
- (b) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;
- (c) unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
- (d) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;
- (e) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the Port of Loading or Port of Discharge);
- (f) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by Carrier the right to give orders or directions;
- (g) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked with or without goods or Containers ;
- (h) permit the Vessel to carry livestock, goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed;
- (i) proceed to, return to or stay at any port or place whatsoever (whether or not the place is a port named on the front hereof as the Port of Loading or Port of Discharge) and in any order in or out of the route or in a contrary direction to the Port of Discharge.

18.2 Anything done in accordance with Clause 18.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.



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- 18.3 Once the Goods have been received by Carrier for Carriage, Merchant shall in no circumstances: (i) impede, delay, suspend, stop or otherwise interfere with Carrier's intended manner of performance of the Carriage or the exercise by Carrier of the liberties conferred by this Bill of Lading or (ii) instruct or require delivery of the Goods at a place or point other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other port or place selected by Carrier in the exercise of the liberties herein.

19. **ABANDONMENT OF GOODS, ETC.**

- 19.1 Without prejudice to Carrier's other Rights and Defences, in the event that (a) Merchant fails to take delivery of the Goods within 30 days from the first date the Goods are available for collection pursuant to Clause 20.2, or (b) Carrier reasonably considers that there is any breach by Merchant of any of Merchant's warranties or undertakings contained herein including without limitation those in Clauses 12, 13, 14 or (c) in the sole opinion of Carrier the Goods are likely to deteriorate, decay, or become worthless or cause any danger to the Vessel or other goods or property or any person or incur charges, or the Goods cannot safely or properly be carried or carried further at all or without incurring additional expenses THEN Carrier may (but without obligation) at any time (in its sole discretion and without liability and notice to Merchant or requiring any Court order) sell (by private treaty or public auction) or otherwise dispose of or abandon or store the Goods ashore or afloat, under cover or in the open, at any place at the sole risk and expense of Merchant, and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant under this Bill of Lading. Upon such sale, disposal, abandonment or storage, the Goods shall be deemed duly delivered to Merchant under this Bill of Lading. Merchant shall indemnify Carrier from and against any and all Liabilities incurred by Carrier in relation to such sale, disposal, abandonment and storage.

**20. NOTIFICATION AND DELIVERY**

- 20.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Carrier. Failure to give such notification shall not subject Carrier to any liability nor relieve Merchant of any obligation hereunder.
- 20.2 Merchant shall take delivery of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time and at the place for collection provided in Carrier's applicable Tariffs, or otherwise notified to Merchant or the Notify Party named on the front hereof. Without prejudice to Carrier's other Rights and Defences, if Merchant fails to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall be deemed to have been duly delivered to Merchant under this Bill of Lading upon expiration of such time.
- 20.3 If in accordance with the applicable custom or practice or law or regulation or pursuant to orders or instructions of any person having authority given at any stage of Carriage (and whether before or after arrival of the Goods for collection by Merchant), Carrier hands over the Goods into the custody of any government, customs, port or other authority or any other person acting or purporting to act as or on behalf of such government or authority, such hand-over shall be deemed to be due delivery of Goods to Merchant under this Bill of Lading.
- 20.4 Upon delivery or deemed delivery of the Goods to Merchant (or persons authorized by it) all liabilities of Carrier in respect of the Goods shall cease absolutely and immediately (but without prejudice to its other Rights and Defences including without limitation its right to any lien) and all costs and expenses incurred thereafter (if paid or payable by Carrier or its agents or Sub-Contractors) shall upon demand be paid by Merchant to Carrier.
- 20.5 In the event that Carrier, in its entire discretion, agrees at the request of Merchant to deliver the Goods at a port of discharge or a place of delivery other than the Port of Discharge or Place of Delivery identified overleaf, Carrier shall act only as the agent of Merchant in arranging for the delivery of the Goods to the revised port of discharge or the revised place of delivery, and shall be under no liability whatsoever arising from such revised carriage.
- 20.6 Except where wilful misconduct of Carrier is proven, Carrier shall not be liable whatsoever for delivering or releasing the Goods to any person presenting any forged or fraudulent document purporting to be an original of this Bill of Lading or other original document entitling such person to the delivery or possession of the Goods.
- 20.7 When collection or delivery takes place at Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:
- (a) Carrier shall not be obligated to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility of Merchant at its own risk and expense.

- (b) any assistance which Carrier may give on any matters within the responsibility of Merchant shall be given without any liability whatsoever (including without limitation, liability for damage to or loss of the Goods or other property and injury to any persons); all such assistance shall be provided entirely at Merchant's risk and expense.
- 20.8 If a Sub-Contractor in actual or constructive possession of the Goods becomes insolvent or subject to an arrangement with creditors or enters into administration (or equivalent) during the course of the Carriage ("Sub-Contractor Insolvency") then the Carrier will be discharged of any further obligations in respect of the Carriage, including without limitation, completion of the Carriage if the Carrier is unable to obtain repossession of the Goods without paying additional charges to the Sub-Contractor or a third party. The Carrier will have no liability to the Merchant for any losses of whatsoever nature and howsoever arising out of a Sub-Contractor Insolvency and the Merchant agrees to pay, and hold the Carrier harmless against, any costs required to obtain repossession of the Goods and completion of the Carriage. For the avoidance of doubt, the Carrier will always be entitled to receive in full the Freight and charges agreed for the full performance of the Carriage notwithstanding its non-completion owing to Sub-Contractor Insolvency.

21. **GENERAL AVERAGE**

- 21.1 Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of Carrier. The New Jason Clause as approved by BIMCO (obtainable from Carrier upon request) is deemed incorporated herein. General Average on a vessel not operated by Carrier shall be adjusted according to the requirements of the operator of that vessel.
- 21.2 Merchant shall indemnify Carrier in respect of any claims of a General Average nature which may be made against it and shall provide such cash deposit or security as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Such deposit or security shall, if so required by Carrier, be provided to Carrier prior to delivery of the Goods.
- 21.3 Carrier shall be under no obligation to take any steps whatsoever to exercise any lien or collect or procure any security for General Average contribution due to Merchant.

**22. CARRIER'S TARIFFS, FREIGHT AND CHARGES**

- 22.1 The provisions of Carrier's applicable Tariffs, which can be found at [www.pyramidlines.com](http://www.pyramidlines.com), are incorporated herein. Particular attention is drawn to the provisions therein relating to free storage time and to container and vehicle demurrage. Copies of the Tariffs are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariffs, this Bill of Lading shall prevail.
- 22.2 Quotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.
- 22.3 All Freight shall be paid at or within the time stipulated in Carrier's applicable Tariffs and in any event before delivery of the Goods. Payment shall be made in the currency named in this Bill of Lading, or, at the option of Carrier in another currency specified by Carrier. Interest at the rate of 12% per annum shall be payable on any overdue amount from the date when payment is due until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any moneys due from Merchant including legal costs, recovery or collection fees and expenses shall be recoverable from Merchant as a debt.
- 22.4 All persons coming within the definition of Merchant shall be jointly and severally liable for all Freight, and other moneys payable by any Merchant including all advances made by Carrier in Carrier's own discretion and additional or return Freight on the Goods if they are refused export or import by any government body or authority or for any reason whatsoever.
- 22.5 Freight shall be deemed fully earned on receipt of the Goods by or on behalf of Carrier (whether or not Freight is stated on the face of the Bill of Lading as being prepaid or to be collected at destination) and shall be non-returnable. All sums payable to Carrier shall be paid in full without set-off, deduction or counterclaim of whatsoever nature and howsoever arising.
- 22.6 Freight is calculated based on particulars furnished by or for Merchant. Carrier shall be entitled to require Merchant to produce commercial invoice for the Goods or other evidence of their value and to inspect, re-weigh, re-measure and re-value the Goods. If the particulars furnished are found to be incorrect, then without prejudice to Carrier's other Rights and Defences, Merchant shall pay Carrier the correct Freight (less any Freight actually paid). All costs and expenses incurred by Carrier in establishing the correct particulars shall be recoverable from Merchant as a debt. Merchant shall indemnify Carrier for Liabilities incurred by Carrier by reason of having relied or acted on the incorrect particulars (including without limitation any Liabilities incurred towards any Sub-Contractor).
- 22.7 Notwithstanding any of the other sub-clauses contained in this Clause 22, for U.S. Carriage, Carrier may opt to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. Carrier's Rules Tariff are provided free of charge to Shipper at [www.pyramidlines.com](http://www.pyramidlines.com).

23. **LIEN**

- 23.1 Carrier shall have a general lien on the Goods (and documents relating thereto) and any other property belonging to Merchant, directly or indirectly in Carrier's possession, custody or control or en route, for all monies due to Carrier and/or Carrier Group from Merchant under this contract or any other contract. Carrier may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all Freight earned, General Average contributions, all charges, expenses and advances of whatsoever nature due to Carrier and/or Carrier Group and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Merchant (whether in respect of the Carriage herein or otherwise).
- 23.2 Carrier shall be entitled to sell (at any time and at any place) at the costs of Merchant the Goods and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Merchant and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Carrier and/or Carrier Group. Carrier and/or Carrier Group shall be entitled to claim the difference against Merchant in the event that the (net) sale proceeds do not discharge in full the amount due from Merchant. Carrier's lien shall survive delivery or deemed delivery of the Goods.





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24. **BOTH-TO-BLAME COLLISION**

- 24.1 The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.

## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 9:	Freight Forwarder Compensation
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	

NOT APPLICABLE

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 10:	Surcharges and Arbitraries
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	

See following sub-rules

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 10-05:	Chassis Usage Charge (CUC)
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	

Chassis Usage Charge will be assessed for all chassis out-gated anywhere in the USA pursuant to the following: First 5 days - 75.00 flat fee; Extended use 20.00 per day per chassis.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 11:	Minimum Quantity Rates

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

When two or more freight rates are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the Tariff Line Item specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower Tariff Line Item if, the weight or measurement declared for rating purposes is increased to the minimum level.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 12:	Ad Valorem Rates

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

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

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 rates 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 three (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.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 13:	Transshipment
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	
Not Applicable.	
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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 14:	Co-Loading in Foreign Commerce
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	
A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.	
B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's from time to time.	
C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.	
D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.	
E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement: "Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's)."	
F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.	
G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.	
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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 15:	Open Rates in Foreign Commerce
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	
Not Applicable.	
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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 16:	Hazardous Cargo
<b>Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012</b>	

Except as otherwise provided, Tariff Line Items ("TLI") filed in this tariff apply on Hazardous Cargo Only when the TLI Hazardous Code is "HAZ". TLIs with the Hazardous Code "NHZ" or absent a specific Hazard Code may Not be applied to Hazardous Cargo unless the specific Commodity Description for the TLI applies for Hazardous or Dangerous cargo only.

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 rate; except where a specific rate 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, W1V, 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

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Amendment No.: IR**  
**Rule 17:** Green Salted Hides in Foreign Commerce  
**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**  
Not Applicable.  
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## Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Amendment No.: IR**  
**Rule 18:** Returned Cargo in Foreign Commerce  
**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**  
Not Applicable.  
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## Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Amendment No.: IR**  
**Rule 19:** Shippers Requests in Foreign Commerce  
**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**  
Shipper request or complaints (including request for adjustment in rates, tariff interpretation), must be made in writing and addressed to the carrier as provided on the tariff Title Page or Tariff Record.  
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## Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Amendment No.: IR**  
**Rule 20:** Overcharge Claims  
**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

A. All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of shipment. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.

B. For the purpose of uniformity in handling claims for adjustment of freight charges base on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

1. Claims must contain the following original or certified documents:

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

2. If claim is presented to the carrier in writing, cargo may be inspected at port of loading or at destination:

- (a) By carrier's agent

- (b) Jointly by shipper or consignee and carrier's agent, or
- (c) By a marine surveyor when requested by carrier's agent.

C. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing Tariff provisions and Claimants rights under the Shipping Act of 1984.

D. Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11 (g) of the Shipping Act of 1984. Such claims must be filed within three years of the date the cause of action accrues.

E. Complaints seeking reparation pursuant to Section 11(G) of the Shipping Act of 1984, shall be filed within three (3) years after the cause of action is accrued.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 21:	Use of Carrier Equipment

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Carrier provides no equipment of its own. Should shipper or consignee request the use of underlying carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying vessel operating common carrier shall be for the account of the cargo.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 22:	Automobile Rates in Domestic Offshore Commerce

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Not Applicable.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 23:	Carrier Terminal Rules and Charges

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

Not Applicable.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 24:	NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012**

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 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.: **7990119**

Issued By: Great American Alliance Insurance Company

150 Northwest Point Blvd

Elk Grove Village, IL 60007

B. RESIDENT AGENT:

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is as shown in Paragraph 3 below. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
2. Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

3. Name and Address of Resident Agent:  
CEVA Freight LLC  
15350 Vickery Drive  
Houston, Texas 77032

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

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

A copy of Pyramid's tariff Title Page and tariff bond rule 24 published by the Pyramid and in effect under 46 CFR Part 520 will be accepted by the underlying Carrier as documenting the Pyramid's compliance with the FMC tariff and bonding requirements of the Act.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 26: Time/Volume Rates in Foreign Commerce

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity - Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing. Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned. Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment
5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be re-rated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.
9. Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.
10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Amendment No.: IR

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Not Applicable.

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## Tariff Rule Information

024243-001:	PYRAMID LINES LIMITED FMC Tariff No. 001 - Between (US and World)
Amendment No.: IR	
Rule 28:	Definitions

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

**CARGO, N.O.S.** - means cargo (articles) not otherwise more specifically described in or provided for in this tariff.

**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 rate items of this tariff.

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

**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.

**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).

**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.

**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-rate item in this tariff.

**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 Pyramid Lines Limited, a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 024243

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

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

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

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

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## Tariff Rule Information

024243-001:

PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
ABBREVIATIONS, CODES AND SYMBOLS

Rule 29:

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

### EXPLANATION OF ABBREVIATIONS

A	Increase	K/D	Knocked Down
AC	Atmosphere Controlled	KDF	Knocked Down Flat
Ad. Val.	Ad Valorem	Kilos	Kilograms
AI	All Inclusive	K/T	Kilo Ton
AQ	Any Quantity	Lb	Pound or Pounds
BF	Board Foot or Board Feet	LCL or LTL	Less than Container Load
B/L	Bill of Lading	L/S	Lump-sum
BAF	Bunker Adjustment Factor	L/T	Long Ton (2240 Lbs)
BM	Board Measurement	LT/40	Long Ton (2240 lbs.) or 40 Cubic
C	Change in tariff Item	Feet	
CAF	Currency Adjustment Factor	M	1 Cubic Meter
CBM, CM or M3	Cubic Meter	Max.	Maximum
CC	Cubic Centimeter	MBF or MBM	1,000 Feet Board Measure
CFS	Container Freight Station	Min	Minimum
CFT	Cubic Foot or Cubic Feet	MM	Millimeter
CLD	Chilled	N/A	Not Applicable
CM	Centimeter	NHZ	Non-Hazardous
CU	Cubic	NOS	Not otherwise specified
CWT	Cubic Weight	OT	Open Top
CY	Container Yard	P	Pier
D	Door	Pkg. or Pkgs.	Package or Packages
DDC	Destination Delivery Charge	PRC	People's Republic of China
E	Expiration	PRVI	Puerto Rico and U.S. Virgin Islands
FAK	Freight All Kinds	R	Reduction
FAS	Free Alongside Ship	RE	Reefer / Refrigerated
FB	Flat Bed	R/T	Revenue Ton
FCL	Full Container Load	RY	Rail Yard
FEU	Forty Foot Equivalent Unit	SL&C	Shipper's Load and Count
FI	Free In	Sq. Ft.	Square Foot or Square Feet
FIO	Free In and Out	S/T	Short Ton (2000 lbs.)
FIOS	Free In, Out and Stowed	SU or S/U	Set Up
FO	Free Out	T	Terminal
FOB	Free On Board	TEU	Twenty Foot Equivalent Unit
FMC	Federal Maritime Commission	THC	Terminal Handling Charge
FR	Flat Rack	TLI	Tariff Line Item
FRZ	Frozen	TRC	Terminal Receiving Charge
FT	Feet or Foot	TRI	Tariff Rate Item, same as TLI
GOH	Garment on Hanger	USA	United States of America
H	House	USD	United States Dollars
HAZ	Hazardous	VEN	Ventilated
I	New or Initial Tariff Matter	VIZ	Namely
ID	Inside Diameter	VOL	Volume
IN	Insulated	W	Weight
I&S	Iron or Steel	W/M	Weight/Measure

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 1

Amendment No.: IR

Rule 30: Access to Tariff Information

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

This tariff is published on the Internet web site of Pyramid Lines Limited: [www.pyramidlines.com](http://www.pyramidlines.com).

Interested parties should contact carrier by email at E-mail: [info@pyramidlines.com](mailto:info@pyramidlines.com) for information concerning access to and cost for use of the tariff. Please refer to the tariff profile or title page for additional contact information.

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Rule 31: Seasonal Discontinuance

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Not Applicable

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Rule 32: Reserved for Future Use

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Reserve for future use

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Rule 33: Reserved For Future Use

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Reserved for future use

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Rule 34: Terminal Tariffs

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Not Applicable

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Rule 35-101: Reserved For Future Use

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Reserved for future use

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)

Rule 101-A: GRI- Transpacific Westbound

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

GRI – Transpacific Westbound

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 101-B: GRI – PSS/RRI Transpacific Eastbound

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

GRI – PSS/RRI Transpacific Eastbound

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 101-C: GRI – LCL Transpacific Eastbound

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

GRI - LCL Transpacific Eastbound

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 101-D: GRI – LCL Transpacific Westbound

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

GRI - LCL Transpacific Westbound

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 102: PSS - Transpacific Eastbound

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

PSS Transpacific Eastbound

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 102-A: PSS – LCL Transpacific Eastbound

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PSS - LCL Transpacific Eastbound

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 103: Port Congestion Surcharge

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Port Congestion Surcharge

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
Rule 104: Reserved For Future Use

Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012

Reserved For Future Use

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## Tariff Rule Information

024243-001: PYRAMID LINES LIMITED

**Rule 105:** FMC Tariff No. 001 - Between (US and World)  
Reserved For Future Use  
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Reserved For Future Use  
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### Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Rule 106:** Reserved For Future Use  
Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012  
Reserved For Future Use  
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### Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Rule 107:** Reserved For Future Use  
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Reserved For Future Use  
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### Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Rule 108:** Reserved For Future Use  
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Reserved For Future Use  
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### Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
FMC Tariff No. 001 - Between (US and World)  
**Rule 109:** Reserved For Future Use  
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### Tariff Rule Information

**024243-001:** PYRAMID LINES LIMITED  
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**Rule 110-199:** Reserved For Future Use  
Effective: 02NOV2012 Thru: NONE Expires: NONE Publish: 02NOV2012  
Reserved For Future Use  
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# **SECTION – 2**

## **NVOCC SERVICE ARRANGEMENT (NSA)**

### **ESSENTIAL TERMS (ET)**

