

**CENTURY DISTRIBUTION SYSTEMS INCORPORATED**  
**D/B/A CENTURY EXPRESS**

**ORIGINAL TITLE PAGE**  
**TARIFF NO. 001**

**FMC No.: 022780-001**

**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  
(AS SPECIFIED IN RULE 1)

AND

FOREIGN PORTS AND POINTS  
(AS SPECIFIED IN RULE)

**CENTURY DISTRIBUTION SYSTEMS INCORPORATED** is a Non-Vessel Operating Common Carrier (NVOCC) licensed with the Federal Maritime Commission (FMC) operating under FMC number 022780.

### NOTICE TO TARIFF USERS

- a. Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”) effective this May 23, 2011.
- b. NVOCC 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).
- c. Carrier’s Rules are provided free of charge to Shipper at [www.cds-net.com](http://www.cds-net.com) containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings (collectively “the writings”) which will constitute an offer by Carrier to Shipper for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for seven days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.
- e. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

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**Tariff Details**

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**Organization Information**

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## **Tariff Rule Information**

022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
Amendment No.: No. 003 - Between (US and World)  
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## **Tariff Rule Information**

022780-001:	CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)
Amendment No.:	
Rule 1:	Scope

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

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

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

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

Houston, TX  
New Orleans, LA

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

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

### 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 NRA'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 NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

## **Tariff Rule Information**

022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
Amendment No.: No.001 - Between (US and World)  
Rule 1-A: Worldwide Ports and Points

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Except as otherwise provided, this tariff names rules and regulations applying between USA Ports and Points, and Worldwide Ports and Points named herein. NRAs to and from World Inland Points apply via Base Port Groups as shown below. USA Ports are shown in Rule 1.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). NRA's to/from inland points apply via the Northeast Asia Base Port Groups, (NEASIABP), defined as:

PORT GROUP

NEASIABP  
BASE PORTS

Hong Kong, HONG KONG, Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): NRA's apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. NRA's to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP

SEASIABP  
BASE PORTS

Jakarta, INDONESIA, Port Kelang, Penang, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

3. South Asia (SOUTHASIA): NRA's apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRA's to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

PORT GROUP

SOUTHASIABP  
BASE PORTS

Chittagong, BANGLADESH, Bombay (Mumbai), Calcutta (Kolkatta), Madras (Chennai), INDIA, Karachi, Pakistan, Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries:

Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

PORT GROUP

ANZ/OCEANIABP  
BASE PORTS

Adelaide, Brisbane, Freemantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND, Suva, FIJI, Papeete, FRENCH POLYNESIA, Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS Nukualofa, TONGA Port Vila, VANUATU, Spia, WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:  
PORT GROUP

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**MIDEASTBP  
BASE PORTS**

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA, Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and Base Port Group.  
PORT GROUP

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**AFRICABP  
BASE PORTS**

(EAST AND SOUTH AFRICA): Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA, (WEST AFRICA) Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

7. Mediterranean (MED): NRAs apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:  
PORT GROUP

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**MEDBP  
BASE PORTS**

Alger (Algiers), ALGERIA Ponta Delgada, AZORES (Portugal) Las Palmas, Tenerife, CANARY ISLANDS (Spain) Lemosos (Limassol), CYPRUS Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, France, Piraeus (Pireaus), Thessaloniki (Solonika), GREECE Ashdod, Hefa, ISRAEL Genova (Genoa), Livorno (Leghorn), ITALY Bayrut (Beirut), LEBANON Funchal, MADEIRA ISLANDS (Portugal) Valletta, MALTA Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, Portugal

Barcelona, Bilbao, Valencia, SPAIN, Al Ladhiqiyah (Latakia), SYRIA Sfax, Tunis, TUNISIA Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Greenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP

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NEUROPEBP  
BASE PORTS

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Antwerpen, BELGIUM, Varna, BULGARIA, Aarhus, Copenhagen, DENMARK, Helsinki, Kotka, Turku, FINLAND, Le Havre, France, Bremen, Bremerhaven, Hamburg, GERMANY, Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Costanta, ROMANIA, Goteborg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS) Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

9. North America: NRAs apply to/from ports and points in Canada and Mexico. NRAs to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. NRAs to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP

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CANADABP  
BASE PORTS

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St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA Toronto, Ontario, CANADA, Vancouver, British Columbia, CANADA

PORT GROUP

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MEXICOBP  
BASE PORTS

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Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO

10. Central America (CAMERICA): NRAs apply to/from ports and points in the following Central American Countries: Belize, Costa Rica, El Salvador Guatemala, Honduras, Nicaragua, Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:

PORT GROUP

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CAMERICABP  
BASE PORTS

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Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castilla, GUATEMALA Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA

11. Caribbean Islands (CARIBBEAN): NRA's applies to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRA's to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:

PORT GROUP

CARIBBEANBP  
BASE PORTS

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles) Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles) Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay, JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONTSERRAT, Basseterre, St Kitts/ Nevis Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND CAICOS ISLANDS, Port of Spain, TRINIDAD

12. South America (SAMERICA): NRA's apply to/from ports, and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. NRA's to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:

PORT GROUP

CARIBBEANBP  
BASE PORTS

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY La Guaira, Maracaibo, Puerto Cabello, VENEZUELA, NRA's also apply to/from ports and inland points named in the individual NRA's.

### Tariff Rule Information

022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No. 003 - Between (US and World)  
Amendment No.:  
Rule 1-B: Intermodal Service

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Intermodal through rates apply between points in the U.S.

### Tariff Rule Information

022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No. 003 - Between (US and World)  
Amendment No.:  
Rule 2: Application of NRAs and Charges

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

1. NRA's 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.



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

NRA's 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) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo.

NRA's are applicable from Inland Points which lie beyond port terminal areas. Such NRA's will be shown as single-factor through NRA's.

Such NRA's shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) and 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 NRA provided for the highest rated articles contained therein.

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

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

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

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

7. The NRA shown 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, NRA's apply only to the specific commodity named and cannot be applied to analogous articles.

9. Wherever NRA's are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA 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 NRA 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 NRA for the commodity in question.

12. When two or more NRA's may be applicable to a given shipment and one NRA is more specific than the others, the most specific NRA shall apply. One NRA 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.

An NRA from/to a specific destination is more specific than an NRA to/from a geographic range or zone, (Examples):  
An NRA from New York, NY is more specific than an NRA from Atlantic and Gulf Base Ports (AGBP).  
An NRA to Yokohama, Japan is more specific than an NRA 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:

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

##### 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.

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 NRA or where specified in an Inland Rate Table.

Ocean Port (O)

Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIPI Service, from Asia to USA

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

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.

## Tariff Rule Information

022780-001:

CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No.001 - Between (US and World)

Amendment No.:

Rule 2-010:

Packing Requirements

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-020:** Diversion By Carrier

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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 NRA's are already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

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

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-030:** Mixed Commodity Rates

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-040:** Container Capacity

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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.

A. For Dry Containers (Subject to Note 1):

SIZE (IN FEET)

W H L

8' x 9'6" x 45'

8' x 9'6" x 40'

8' x 9' x 40'

8' x 8'6" x 40'

8' x 8' x 40'

8' x 8'6" x 20'

8' x 8' x 20'

B. For Reefer Containers (Subject to Note 1):

SIZE (IN FEET)

W H L

8' x 8' x 20'

8' x 8'6" x 20'

8' x 9'6" x 40'

8' x 9' x 40'

8' x 8'6" x 40'

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 USA.

### Tariff Rule Information

022780-001:	CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)
Amendment No.:	
Rule 2-050:	Shipper Furnished Containers

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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 leaseholdership of the container offered for shipment.

### Tariff Rule Information

022780-001:	CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)
Amendment No.:	
Rule 2-060:	Measurement And Weight

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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 re-weighing, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-070:** Overweight Containers

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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).

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-080:** Shipper's Load And Count

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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.

### **Tariff Rule Information**

<b>022780-001:</b>	<b>CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 2-090:</b>	<b>Diversion of Cargo (By Shipper or Consignee)</b>
<b>Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011</b>	

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 Carrier's tariff.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

### Tariff Rule Information

<b>022780-001:</b>	<b>CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 2-100:</b>	<b>Mixed Shipments</b>

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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 NRA 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 NRA's, when articles subject to such different NRA's are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity NRA applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of NRA's are provided for shipments of different weights, apply on each article the NRA 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 NRA's, will be charged for at the lowest NRA 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 NRA 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 NRA's 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.

### Tariff Rule Information

<b>022780-001:</b>	<b>CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 2-110:</b>	<b>Restricted Articles</b>

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Unless otherwise specified, tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Ammunition, small arms and high explosive shells.
2. Animals, live, domestic or wild (including pets) or ostriches.
3. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; or other articles of extraordinary value.
4. Corpses or cremated remains.
5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved.
6. Eggs, viz: Hatching.
7. Fireworks of any description.
8. Freight transported in bulk (Not packaged).
9. Fruit or Vegetables, viz: fresh.
10. Meats, fresh; poultry or rabbits, dressed.
11. Nursery stock.
12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
13. Silver articles or ware, sterling.
14. Livestock.
15. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
16. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
17. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
18. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.



### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-120:** Freight All Kinds (FAK)

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No.001 - Between (US and World)  
**Amendment No.:**  
**Rule 2-130:** ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Different levels of Service are offered by the Carrier as shown below and in Rule 2-140. Unless otherwise specified in the individual NRA, NRA's 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. NRA's applicable to premium service will be noted "Premium Service" in the individual NRA. 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 NRA.
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. NRA's applicable to economy service will be noted with "Economy Service" in the individual NRA. 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 NRA.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-140:** ALTERNATE RATE/SERVICE LEVELS: CARRIER SPECIFIC

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Different levels of service are offered by the Carrier as defined in Rule 2-130 and below. Unless otherwise specified in the individual NRA, NRA's are applicable for "Regular Service."

- a. Regular - Shipper accepts service as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Carrier may utilize any underlying ocean, motor, rail or air carrier, at its sole option.
- b. Carrier Specific - Shipper/Consignee requests Carrier- Specific service, and Carrier provides a NRA for service applicable only when a specifically named ocean carrier is used. NRA's applicable to Carrier-Specific service will be noted in the NRA with the name of the underlying ocean carrier. Shipper/Consignee must request Carrier-Specific service at the time of shipment, or Shipper/Consignee must instruct carrier to provide Carrier-Specific service for all shipments of specific NRA.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 2-150:** DOCUMENTATION FEES

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

1. Documentation Fee: USD50 per B/L
2. SED Fee: USD \$10 per filing when carrier prepares and files shipper's Export Declarations (SED) with the U.S. government.

### Tariff Rule Information

022780-001:	CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)
Amendment No.:	1
Rule 2-160:	AMS CHARGES

**Effective: 28JUNE2016 Thru: NONE Expires: NONE Publish: 28JUNE2016**

Except as otherwise provided NRA's, 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  
USD \$30 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  
USD \$40 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"

### Tariff Rule Information

022780-001:	CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No.001 - Between (US and World)
Amendment No.:	
Rule 2-170:	SUBMISSION OF CARGO DECLARATION DATA

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

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

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit

(e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').
3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
4. Internationally recognized hazardous material code when such materials are being shipped.
5. Seal numbers for all seals affixed to the container.

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

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

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

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

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

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.
2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C(1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.
3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

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

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the time period required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.
2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

**E. INDEMNIFICATION OF CARRIER.**

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

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

**G. DOCUMENTATION CHARGES.** See Rule Nos. 2-150 and 2-160 for charges to apply.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 3:** Rate Applicability Rule

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 4:** Heavy Lift

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Not Applicable.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 5:** Extra Length

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Not Applicable.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 6:** Minimum Bill of Lading Charges

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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, as follows:

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
**Amendment No.:** No. 003 - Between (US and World)  
**Rule 7:** Payment of Freight Charges

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

**A. CURRENCY**

Rules 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 NRA's 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 US currency.

**C. METHODS OF PAYMENT**

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

**D. PREPAID FREIGHT**

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

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

**E. FREIGHT COLLECT**

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

**F. CURRENCY CONVERTABILITY:**

**I. 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.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
**Amendment No.:** No. 003 - Between (US and World)  
**Rule 8:** Bill(s) of Lading

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Carrier's bill of lading includes the following clauses on its front side:

RECEIVED by the Carrier the Goods as specified above in apparent good order and condition unless otherwise stated, to be transport to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customers notwithstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.

IN WITNESS whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods of delivery order.

For terms and conditions of Carrier's bill of lading, as printed on its reverse side, please see Rule 8-010 (B/L Terms 1-10) and Rule 8-020 (B/L Terms 11-20).

## **Tariff Rule Information**

**022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
No. 003 - Between (US and World)**  
**Amendment No.:**  
**Rule 8-10: Bill(s) of Lading Terms and Conditions**  
**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

### 1. Definitions

- A. "Carrier" means Century Distribution Systems Incorporated d/b/a Century Express
- B. "Merchant" means the Shipper, Consignor, the Receiver, the Consignee, the Owner of the Goods, and any other Holder of this Bill of Lading.
- C. "Goods" means the cargo received from the Shipper and includes any Container(s) supplied by or on behalf of any other than the Carrier.
- D. "Container" means any container, flat, pallet, or other form of cargo carrying unit or equipment referred to on the face hereof, or in or on which any Goods may be unitized or otherwise packed or stowed when received by the carrier for carriage hereunder or subsequent to such receipt.
- F. "The Internal Law of a State" shall be deemed to exclude all principles of private international law applied by such state.

### 2. Contracting Parties

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

### 3. Sub-Contracting

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

### 11. Freight and Charges

- A. The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation, and other contingencies relative to freight and charges in the Carrier's applicable Tariff.
- B. The freight has been calculated on the basis of particulars furnished by, or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weigh, re-measure, re-classify, or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the difference between the correct freight charged shall be payable by the Merchant to the Carrier.
- C. Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

### 12. Lien

- A. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Contract and for general average contributions to whatsoever due and for all sums payable to the Carrier under this Contract and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

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

13. Matters Affecting Performance A. Means of transportation: The Carrier may, while remaining fully liable, use, or substitute any vessel, or other means of transportation to fulfill its obligation under this Bill of Lading without giving notice to, or without obtaining the express consent of the Merchant.

B. Sub-contracting: The Carrier, while remaining fully liable to fulfill its obligation under this Bill of Lading, shall be entitled to sub-contract on any terms, to any person or entity it may choose, for all or any part of said obligations, without notice or, or without the express consent of the Merchant.

C. If at any time the performance of the contract evidenced by this Bill of Lading is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport has commenced) may without notice to the Merchant, treat the performance of this Contact terminated or placed the Goods or any part of them at the Merchant's disposal at any port or place whatsoever which the Carrier may consider safe and advisable in the circumstances whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier will nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery for transportation at such place.

D. The circumstances referred to in sub-clause C above, shall include, but not limited to, those caused by the existence of apprehension of war, declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotion, political unrest, or other disturbances; closure of, obstacles in or danger to any canal, blockade, of port or place or interdict or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, riots, lockouts or other labor troubles, whether partial or general and whether or not involving employees of the Carrier or his sub-contractors; congestion of port wharf, sea terminal, or any other handling of the Goods; epidemics or diseases; bad weather, shallow water, ice, landslide, or other obstacle in navigation or haulage.

#### 14. Dangerous Goods

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

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

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

#### 15. Optional Stowage, Deck Cargo and Livestock

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

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

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

17. General Average General Average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, 1974. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide a cash deposit or other security for the estimated amount of such contributions as the Carrier shall reasonably require.

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

19. Negotiability

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

B. This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated, or transferred for valuable consideration to a third party acting in good faith.

20. Carrier's Tariff

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his Agents upon request, or where applicable, from a government body with whom the Tariff has been published. In the case of inconsistency this Bill of Lading and the applicable Tariff, this Bill of Lading will prevail.

**Tariff Rule Information**

**022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)**  
**Amendment No.: Rule 9: Freight Forwarder Compensation**

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

- A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.
- B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:
  - 1) The coordination of the movement of the cargo to shipside
  - 2) The preparation and processing of the ocean Bill of Lading
  - 3) The preparation and processing of dock receipts or delivery orders
  - 4) The preparation and processing of consular documents or export declarations
  - 5) The payment of the ocean freight charges on the cargo
- C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.
- D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.
- E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.
- F. No compensation shall be paid to anyone at port or ports of destination.
- G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRA's and charges applicable under this tariff, subject to the above conditions and exceptions.
- H. Freight Forwarder Compensation: as specified in the individual NRA's).

**Tariff Rule Information**

**022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)**  
**Amendment No.: Rule 10: Surcharges and Arbitraries**

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Not applicable.



### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 11:** Minimum Quantity Rates

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

When two or more NRA's 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 NRA 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 NRA if, the weight or measurement declared for rating purposes is increased to the minimum level.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 12:** Ad Valorem Rates

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

- A. The liability of the Carrier as to the value of shipments at the NRA's 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 NRA's 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 NRA.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 13:** Transshipment

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Not Applicable.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No.001 - Between (US and World)  
**Amendment No.:**  
**Rule 14:** Co-Loading in Foreign Commerce

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

- 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.
- 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 NRA's and charges only to the extent that such NRAs 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.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 15:** Open Rates in Foreign Commerce  
**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**  
 Not Applicable.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 16:** Hazardous Cargo  
**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

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

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

- 1 - Explosives
- 2 - Gasses; Compressed, liquefied or dissolved under pressure
- 3 - Inflammable Liquids
- 4 - Inflammable Solids
- 5 - Oxidizing Substances and organic peroxide
- 6 - Poison and infectious substance
- 7 - Radioactive substance
- 8 - Corrosives
- 9 - 10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)
- 11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 17:** Green Salted Hides in Foreign Commerce  
**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**  
 Not Applicable.

**Tariff Rule Information**

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 18:** Returned Cargo in Foreign Commerce  
**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**  
 Not Applicable.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 19:** Shippers Requests in Foreign Commerce

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 20:** Overcharge Claims

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

B. Overcharges

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

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

In cases of claims by shipper of overcharge in weight certified invoice or weigher's certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 21:** Use of Carrier Equipment

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. –  
FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 22:** Automobile Rates in Domestic Offshore Commerce

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Not Applicable.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 23:** Carrier Terminal Rules and Charges

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Carrier does not operate terminals at origin or destination. Except as otherwise provided in NRA, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. – FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 24:** NVOCCs in Foreign Commerce: Bonds and Agents

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

#### A. Bonding of NVOCC

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

#### 2. Bond No. 571660

3. Issued By: Washington International Insurance Company  
 475 Martingale Road, Suite 8550  
 Schaumburg, IL 60173

#### B. Agent for Service

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas

Is Not applicable - Carrier domiciled in the U.S. (See Title Page and/or Tariff Record)

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

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

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 25:** Certification of Shipper Status in Foreign Commerce

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

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 Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

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

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 26:**

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

RESERVED FOR FUTURE USE

### Tariff Rule Information

**022780-001:** CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)  
**Amendment No.:**  
**Rule 27:** Loyalty Contracts in Foreign Commerce

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

Not Applicable.

## Tariff Rule Information

022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff  
Amendment No.: No. 003 - Between (US and World)  
Rule 28: Definitions  
Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PUBLISHING CARRIER** - means CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS., a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 023010.

**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.

**Tariff Rule Information**

**022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS. - FMC Tariff**

**Rule 29: No. 003 - Between (US and World) ABBREVIATIONS, CODES AND SYMBOLS**

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

**EXPLANATION OF ABBREVIATIONS**

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

### **Tariff Rule Information**

**022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 1**

**Amendment No.:**

**Rule 30: Access to Tariff Information**

**Effective: 23MAY2011 Thru: NONE Expires: NONE Publish: 23MAY2011**

This tariff is published on the Internet web site of Century Distribution Systems Incorporated at: [www.cds-net.com](http://www.cds-net.com).

Interested parties should contact Amy Whitlow by email at [awhitlow@cds-net.com](mailto:awhitlow@cds-net.com) concerning access to and cost for use of Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

### **Tariff Rule Information**

**022780-001: CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS.. - FMC Tariff No. 003 - Between (US and World)**

**Amendment No.:**

**Rule 31: SOLAS Weight Verification Requirements**

**Effective: 28JUNE2016 Thru: NONE Expires: NONE Publish: 28JUNE2016**

1. Upon tender of cargo to Carrier, Shipper shall provide to Carrier a Shipper Actual Gross Mass Weight Verification ("VGM") which meets the requirements of the International Maritime Organization (IMO) per its Guidelines relating to the Safety of Life at Sea Convention (SOLAS) for the export of containerized cargo. In the alternative in the event that the terminal to which Shipper's cargo is tendered is following the regulations per the U.S. Coast Guard's Marine Safety Information Bulletin (MSIB Number: 009/16), and corresponding OSHA regulations, providing an equivalency to Regulation VI/2 of SOLAS, pertaining to Verified Gross Mass (VGM), said VGM shall be provided by the terminal, and additional port charges, if any, shall be allocated to the Shipper.

2. In the event that the terminal to which Shipper's cargo is being delivered follows the IMO SOLAS Guidelines, if a Shipper does not provide a satisfactory VGM to Carrier prior to tendering the cargo to the Carrier, Carrier has the right to refuse to accept such cargo until one is provided to Carrier. If Carrier does accept container(s) from Shipper it may lawfully opt to not deliver the container(s) to the ocean terminals for loading on a vessel until it does receive a satisfactory VGM. Any expenses, charges, penalties or claims which may result from the timely non-receipt of an acceptable VGM is for the account of Shipper. Shipper shall include Carrier as an additional Shipper party in all VGMs for which Carrier issues a house bill of lading to Shipper, at Shipper's expense.

3. At Carrier's sole option, Carrier can arrange to obtain a VGM on Shipper's behalf provided that Carrier agrees to do so in writing and by Shipper providing an executed written authorization for Carrier to do so in a format acceptable to Carrier whereby Carrier agrees to act as an agent on Shipper's behalf solely for that purpose. Accepting that function shall not otherwise alter Carrier's relationship as an independent contractor as Carrier. In the event that Carrier agrees to provide this service, Carrier shall pass on to Shipper all charges and trucking, and other expenses related to obtaining such VGM, plus a service fee to be determined and incorporated into a writing.

4. VGM's provided by the Shipper to Carrier pursuant to the IMO SOLAS Guidelines shall have been obtained from either Method 1 as described by SOLAS, which requires that the full container load was weighed after it was packed, and/or Method 2 which requires weighing all the cargo and contents of the container and adding the tare weight of the container as indicated on the door of the container.

5. Whether Method 1 or Method 2 is utilized by the Shipper, for the shipper's weight verification to be compliant with the IMO SOLAS Guidelines requirement, it must be "signed", meaning a specific person representing the shipper is named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. Identification of the person signing requires that their full name, address, and phone number/e-mail address be provided. If shipper has obtained a weight verification from either Method 1 or Method 2, where available, Shipper may utilize Century's online solution at <http://www.cds-net.com> and provide an

electronic signature as provided on subject web site. Carrier shall electronically transmit or otherwise deliver said VGM to the underlying ocean carrier or terminal.

6. If Shipper is utilizing the IMO SOLAS Guidelines, Carrier will not accept estimates of weight, and the weighing equipment used must meet national certification and calibration requirements. Further, the party packing the container cannot use the weight somebody else has provided, except that individual, original sealed packages that have the accurate mass of the packages and cargo items (including any other material such as packing material and refrigerants inside the packages) are clearly and permanently marked on their surfaces.

7. If containers are delivered to the piers/terminals by the Carrier without a satisfactory VGM and the loading port has appropriate weighing facilities, all charges, fees, and/ or penalties with respect to weighing subject container shall be for the account of the Shipper.

8. Carrier shall not be responsible for charges, fees, penalties or other claims for containers for which a verified weight was provided prior to loading in a preceding load port and which may be loaded in transshipment ports which may require another VGM whether or not the SOLAS Guidelines require such reweighing.

9. Shippers who tender less-than-container load (“LCL”), whether beneficiary cargo owners, or non-vessel operating common carriers shall similarly provide VGMs for cargo tendered to Carrier loading facilities, and are subject to all weight regulations herein. Carrier reserves the option of weighing LCL cargo or full container loads (“FCL”) loaded at the premises of Carrier or on behalf of Carrier by third parties, and to produce a corresponding VGM for charges as the parties may determine in a writing.

10. Shipper shall be solely responsible for all charges and fees from ocean carriers and/or terminals resulting from any VGMs improperly provided by Shipper and/or third parties, or for any other reason whatsoever, including charges and fees relating to demurrage, detention, per diem, related to ocean carriers’ and terminals’ implementation of SOLAS and/or for weighing cargo within the terminal for cargo which did not have an appropriate VGM.

**Tariff Rule Information**

022780-001 CENTURY DISTRIBUTION SYSTEMS INCORPORATED D/B/A CENTURY EXPRESS  
 NRA RULES TARIFF NO. 01  
 AMENDMENT NO. 1  
 Rule 50: NVOCC SERVICE ARRANGEMENT (NSA) ESSENTIAL TERMS (ET)  
 Effective: 6FEBRUARY2018 Thru: NONE Expires: NONE Publish: 6FEBRUARY2018

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

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC




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End of Rule Text  
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