ATLAS HEAVY PROJECTS LLC D/B/A HANSA SHIPPING LINE LLC

(c) 1ST REVISED TITLE PAGE TARIFF NO. 001

FMC No.: 023239-001

Non-Vessel Operating Common Carrier Effective Date: 31-MAY-2021 Published Date: 31-APR-2021

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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)

ATLAS HEAVY PROJECTS LLC D/B/A HANSA SHIPPING LINE LLC is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC License number 023239N.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §§520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements ("NRAs") effective 13 June 2011. All rates and charges for NVOCC services will be through NRAs.

"NRA" means a written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by the NVOCC or by the NVOCC's agent (including the originating carrier in the case of through transportation). Provisions in the NRAs and the ocean bill of lading will govern all shipments. All origin, destination, local, terminal and/or port charges shall be applied to the account of the cargo. In accordance with the revisions to 46 C.F.R. §532 under FMC Docket No. 17-10 effective 22 August 2018:

- NRAs may include non-rate economic terms;
- NRA terms, inclusive of rates therein, may be modified or amended after the time the shipment is received by or on behalf of the Carrier;
- NRAs and/or amendments to any NRA shall be deemed accepted if a shipment is booked thereunder, provided that Carrier provides proper notice that booking constitutes acceptance in accordance with 46 C.F.R. §532.

Unless otherwise agreed in writing, the following Standard Terms and Conditions of Service will govern any business relationship between the parties: [www.atlas-heavy.com/AHP-TsCs]. When acting as Carrier all quotations are made pursuant to 46 C.F.R. §520.13 and §532. All terms and conditions of carriage are those as contained in Carrier's Rules Tariffs as published online at [www.atlas-heavy.com/AHP-NVOCC-tariff], its bill of lading, and quotations.

PUBLISHED BY:

ATLAS HEAVY PROJECTS LLC D/B/A HANSA SHIPPING LINE LLC 8502 Miller Road 3 Houston, Texas 77049 PUBLISHING OFFICER:

Frank Scheibner

EMAIL: f.scheibner@atlas-heavy.com

Tel: 713-993-7640

Tariff Details

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unlawful alterations will be permitted.

Organization Information

Number: **023239-001**

Name: ATLAS HEAVY PROJECTS LLC
D/B/A HANSA SHIPPING LINE LLC
Type: Non-Vessel Operating Common Carrier

Hdq Country: USA

Home Office: 8502 Miller Road 3

Houston, Texas 77049

Phone: 713-993-7640 FAX: 713-357-9695

Email: <u>f.scheibner@atlas-heavy.com (c)</u>

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

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023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 1: Scop

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Rules, regulations and NRAs apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points and in the individual NRA:

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:

Rule 1-A: Worldwide Ports and Points

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Except as otherwise provided, this tariff provides NRA's and charges applying between USA Ports and Points and Worldwide Ports and Points.

NRA's also apply to/from ports and inland points named in the individual NRA's.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:

Rule 1-B: Intermodal Service

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Intermodal through NRA's apply from and to points in the U.S., listed below only as specified in individual NRA.

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

Alabama	AL	Nebraska	NE
Arizona	ΑZ	Nevada	NV
Arkansas	AR	North Carolina	NC
California	CA	North Dakota	ND
Colorado	CO	New Hampshire	NH
Connecticut CT	New Jersey	NJ	
Delaware	DE	New Mexico	NM
Florida	FL	New York	NY
Georgia	GA	Ohio OH	
Idaho	ID	Oklahoma	OK
Illinois	IL	Oregon	OR
Indiana	IN	Pennsylvania	PA
Iowa	IA	Rhode Island	RI

Kansas	KS	South Carolina	SC
Kentucky	KY	South Dakota	SD
Louisiana	LA	Tennessee	TN
Maine	ME	Texas TX	
Maryland	MD	Utah UT	
Massachusetts	MA	Vermont	VT
Michigan MI	Virginia	VA	
Minnesota	MN	Washington	WA
Mississippi	MS	West Virginia	WV
Missouri	MO	Wisconsin	WI
Montana	MT	Wyoming	WY

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.: 2 (c)

Rule 2: Notice to Tariff Users

Effective: 01NOV2018 Thru: NONE Expires: NONE Publish: 01NOV2018

- 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").
- 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.atlas-heavy.com/AHP-NVOCC-tariff] containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier. Unless otherwise agreed in writing, the following Standard Terms & Conditions will govern any business relationship between the parties: [www.atlas-heavy.com/AHP-TsCs]. When acting as Carrier all quotations are made pursuant to 46
- C.F.R. §520.13 and §532. All terms and conditions of carriage are those as contained in Carrier's Rules Tariffs at [www.atlas-heavy.com/AHP-NVOCC-tariff], its bill of lading, and quotations.
- d. Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings, with applicable rates and charges for the shipments subject of the NRA, and shipper's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper for transportation services pursuant to 46 C.F.R. §\$520.13 and 532. In accordance with the revisions to 46 C.F.R. §532 under FMC Docket No. 17-10 effective 22 August 2018, NRAs and/or amendments to any NRA shall also be deemed accepted if a shipment is booked thereunder, provided that Carrier provides proper notice that booking constitutes acceptance in accordance with 46 C.F.R. §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the offer date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier reserve the right to extend the terms of the NRA. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper must provide these by separate writing which shall be considered part of the NRA.
- e. In accordance with the revisions to 46 C.F.R. §532 under FMC Docket No. 17-10 effective 22 August 2018, NRA terms inclusive of rates therein may be modified or amended after the time the shipment is received by or on behalf of the Carrier.
- f. All origin and destination local and terminal charges shall apply to the account of the cargo whether or not included in this Rules Tariff.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

1 (c)

Rule 2-A: Application of NRA's and Charges

Effective: 14MAR2014 Thru: NONE Expires: NONE Publish: 14MAR2014

NRAs apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Points at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges which are established by Customs of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof.

1. NRAs 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.

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

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

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

NRAs are applicable from/to Inland Points which lie beyond port terminal areas. NRAs 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 11, 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. NRAs do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the Carrier.
- 4. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.
- 5. Except as otherwise provided, NRAs apply only to the commodity named.
- 6. Wherever NRAs 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.
- 7. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the carriers under covering bill of lading, dock receipts or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, riots, civil insurrections, embargoes, blockades, port congestion, strike, imminent strike or harbour disturbances, widespread electrical power failures effecting port operations, Acts of God including earthquakes, extreme weather conditions or other natural catastrophes, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and effecting the carriers operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this tariff that would have applied in the absence of the Force Majeure condition and subject to bill of lading provisions set forth in the governing bill of lading tariff that are applicable to actual routing of the cargo."
- 8 Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge shall 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 shall be applied to the account of the cargo.
- 9. Types of service are provided in each individual NRA.
- 10. SERVICE OPTIONS:

Service options are provided in each individual NRA.

11. 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.

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 2-010: Packing Requirements

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

- 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 safetransportation.
- 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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 2-020: Diversion By Carrier

Amendment No.:

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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 already provided for such destinations.
- 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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

Mariff No. 001 - Between (US and World)

Amendment No.:

Rule 2-030: Mixed Commodity NRA's

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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.

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.:

Rule 2-040: **Container Capacity**

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Container sizes, types, temperatures and service types are indicated in each individual NRA.

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Rule 2-050: **Shipper Furnished Containers**

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, 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

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.:

Measurement And Weight Rule 2-060:

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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 NRA's 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-weighting, remeasuring 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

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Amendment No.: Overweight Containers Rule 2-070:

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.:

Rule 2-080: Shipper's Load And Count

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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.

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World)

Amendment No.:
Rule 2-090: Diversion of Cargo (By Shipper or Consignee)

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Assessorial attached with application of Optional.

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

A. Definition of Diversion:

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

B. Conditions:

- 1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
- 2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
- 3. This rule will apply to full Bill of Lading quantities or full container loads only.
- 4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
- 5. Diverted shipment will be assessed the charges from origin to destination to which diverted in accordance with Carrier's tariff rules.
- 6. Diversion charges or administrative charge are payable by the party requesting the diversion.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:

Rule 2-100: Mixed Shipments

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 2-110: Break Bulk and LCL NRAs

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.: Rule 2-120:

Amendment No.:

Amendment No.:

Freight All Kinds (FAK)

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 2-130: ALTERNATE NRA/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Different levels of Service are offered by the Carrier. 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 NRA's 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's.
- 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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:

Rule 2-140: FDA PRIOR NOTICE

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

A. Prior Notice and Registration Requirements:

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

B. Responsibility for Prior Notice and Registration:

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

C. Evidence of Compliance:

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agencies and/or other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

D. Failure to Comply:

- 1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.
- 2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 2-150: DOCUMENTATION FEES

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

1. Documentation Fee: USD\$50 per B/L

2. SED Fee: USD35 per filing when carrier prepares and file shipper's Export Declarations (SED) with the U.S. government.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 2-160: AMS CHARGES

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

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

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

Cargo Declaration Data Charge

US\$35 per bill of lading

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

Amendment Fee

US\$ 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

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.: Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

- A1. A precise description of the cargo, or the 6-digit HTS number under which cargo is classified, and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit. For example, a container containing 10 pallets with 200 cases shall be described as 200 cases. Generic descriptions such as "Cargo, NOS", "FAK", "Freight, All Kinds", "General Cargo", "Chemicals", "Foodstuffs", and "Said to Contain" are not acceptable descriptions.
- A2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ("ACE").
- A3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.
- A4. Internationally recognized hazardous material code when such materials are being shipped
- A5. Seal numbers for all seals affixed to the container.
- B. Certain Non-Vessel-Operating Common Carriers: Non-vessel-operating common carriers ("NVOCCs") that are licensed by or registered with the FMC and that have obtained U.S. Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service. For the purpose of this term, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.
- B1. Any FMC licensed or registered NVOCC with a U.S. Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the
- U.S. Customs Service shall also be required to fulfill the information requirements of

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

B2. NVOCC Co-Loading: For purposes of this subparagraph, the term "Master NVOCC" shall mean the NVOCC that is the customer of the VOCC and tenders co-loaded cargo to the VOCCC in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the U.S. Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the U.S. Customs Service, but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the U.S. Customs Service, it shall be the obligation of the Master NVOCC to provide the VOCC with the information described in paragraph A with respect to all co-loaded cargo tendered to the VOCC by the Master NVOCC. C. Failure to Provide Information; Denial of Permission to Load Cargo:

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

C2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the failure to provide information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service, regardless of whether or not the required data or certification has been provided for such cargo, including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts, and any other unpaid freights or charges, are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs, including attorneys' fees, incurred in connection with such legal action.

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:
Rule 3: NRA Applicability Rule

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:

Rule 4: Heavy Lift

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Not Applicable

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 5: Extra Length

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Not Applicable

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 6: Minimum Bill of Lading Charges

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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.

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Amendment No.:

Payment of Freight Charges

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

NRA's 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 United States dollars

C. METHODS OF PAYMENT

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

D. PREPAID FREIGHT

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

E. FREIGHT COLLECT

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

F. CURRENCY CONVERTABILITY:

1. Conversion Provisions:

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

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Amendment No.:

Rule 8: Bill(s) of Lading

Effective: 1AUGUST2020 Thru: NONE Expires: NONE Publish: 30JUNE2020

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

DEFINITIONS -"Carrier" means ATLAS HEAVY PROJECTS LLC (formerly known as Hansa Meyer Global Transport USA, LLC) acting as non-vessel operating common carrier as that term is defined at 46 CFR § 515.2(m)(2).

1. APPLICABILITY OF TERMS:

These Terms and Conditions for Carriage shall apply to all modes of Carriage utilized to transport the Goods, and the Carrier's responsibility to the Merchant for the Goods shall terminate at the time of delivery under Clause 11. These Terms and Conditions of Carriage shall apply to all claims against the Carrier relating to the performance of the Carriage, whether the claim is founded in contract or in tort, including, but not limited to, claims for indemnity and contribution. In agreeing and accepting the terms of this document, the shipper acts for itself and also each Merchant and warrants it has authority of each Merchant to bind each Merchant to the terms of this document.

[&]quot;Carriage" means the whole or any part of the operations and services described by this document as undertaken by or on behalf of the Carrier in respect of the

[&]quot;Container" means any container, trailer, transportable tank, flat rack, pallet, skid, drum or any similar article of transport.

[&]quot;Dangerous or Hazardous Goods" means Goods classified, designated or described as dangerous by any statute, regulation, or the Dangerous Goods code issued by the International Maritime Organization and also includes any Goods which are or may be unstable or present a hazard or danger to the conveyance in which they are carried or to other property, goods or any person, whether or not the Goods are identified as dangerous by any authority.

[&]quot;Goods" means any and all property (cargo) described on the face hereof or on an attached or referenced manifest, to specifically include live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Carrier, irrespective of whether such cargo is to be or is carried on or under

[&]quot;Merchant" means and includes the shipper, consignee, receiver, holder of this document, owner of the Goods, person entitled to the possession of the Goods, and any person, corporation, company or other legal entity having any interest in the Goods, or anyone acting on behalf of any such person or entity

[&]quot;Multi-Modal Transportation" means and refers to Carriage of Goods under this Bill of Lading which includes both Carriage by a Vessel and Carriage by one or more inland (surface) motor and/or rail carriers.

[&]quot;Subcontractor" shall include all direct and indirect subcontractors of Carrier and their respective subcontractors, servants and agents, including vessel operators, motor and rail carriers, warehousemen, stevedores, and container freight stations

[&]quot;Vessel" means and includes the vessel set forth on the front page hereof, as well as any other vessel, ship, craft, lighter or other water conveyance used to perform the Carriage or upon which the Goods are loaded for any purpose.

2. ENTIRE AGREEMENT AND SEVERABILITY:

- 2.1 In addition to the terms herein, Carriage of Goods is also subject to all of the terms and provisions of Carrier's tariff published online at [www.atlas-heavy.com/AHP-NVOCC-tariff]. The relevant provisions of the applicable tariff(s) are publicly accessible and/or shall be provided by Carrier or its representatives upon request. In case of inconsistency between this document and any applicable tariff(s), this document shall prevail except as otherwise required by law.
- 2.2 This document, the incorporated tariff terms and the terms of the Negotiated Rate Arrangement / Freight Quotation constitute the entire agreement of the parties. No servant or agent of Carrier shall have the power to terminate, waive or vary any term unless such termination, waiver or variation is in writing and is specifically authorized or ratified in a writing signed by Carrier.
- 2.3 If any term herein is rendered unenforceable, such unenforceability shall attach only to the offending provision or part thereof and the remaining part of such provision and all other provisions herein shall continue in full force and effect.

3. NEGOTIABILITY OF BILL OF LADING AND CARRIER'S RELEASE OF GOODS:

- 3.1 This Bill of Lading shall be a negotiable document of title only if consigned "to order," or order of a named consignee. In all other circumstances, or in the event of ambiguity, this Bill of Lading shall be presumed to be non-negotiable.
- 3.2 If negotiable, an original bill of lading, properly endorsed, is required to be surrendered when the Goods are delivered. If the person receiving the Goods wishes to take delivery without surrender of an original endorsed bill of lading, and if Carrier agrees in its exclusive discretion to deliver the Goods without such surrender, the person receiving the Goods agrees to fully indemnify Carrier against all damages and liabilities which Carrier may incur as a result of delivering the Goods without such surrender. Upon surrender of one original bill of lading, all other original bills of lading will be immediately void. Negotiable bills of lading will in all events become void as a document of title six months after date of issuance, provided the terms of this document shall still apply and Carrier shall continue to be entitled to all rights and limitations of liability herein.
- 3.3 If this Bill of Lading is non-negotiable, delivery of the Goods may be made, at the sole discretion of the Carrier, to the nominated consignee without surrender of an original counterpart; such delivery shall constitute due delivery hereunder. Carrier may nevertheless in its exclusive discretion, but shall not be required to, demand surrender of an original endorsed non-negotiable bill of lading before release of the Goods.
- 3.4 Whether a negotiable bill of lading or a non-negotiable bill of lading, the person receiving the Goods in any and all events warrants their entitlement to such receipt and agrees to indemnify Carrier against all damages and liabilities which Carrier may incur as a result of releasing the Goods.

4. CARRIER'S SUBCONTRACTORS, SERVANTS AND AGENTS:

- 4.1 All or part of the Carriage may be performed by subcontractors, servants and agents of the Carrier without prior notice of the same to Merchant. Carrier may freely engage such third parties in accordance with their applicable terms and conditions, which shall in all events be binding upon Merchant.
- 4.2 If the Goods are lost, damaged, or delayed on the sea portion of the Carriage, and the vessel owner or demise charterer seeks to limit its liability pursuant to 46 U.S. Code §§ 181 et seq. or pursuant to a similar limitation regime of another nation, claims or suits may only be brought against that Vessel owner or demise charterer. In all other circumstances, claims or suits may only be brought against Carrier. In the event a claim or suit is nevertheless brought against any Subcontractor, servant or agent of Carrier, that party is entitled to all exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided to Carrier under this document as a third party beneficiary. The aggregate of the amounts recoverable from the Carrier, its subcontractors, servants and agents shall in no event exceed Carrier's liability limit as provided by the terms and conditions of this contract for carriage.

5. DESCRIPTION AND COMPLIANCE OF GOODS, SOLAS WEIGHT CERTIFICATION, INSPECTION OF GOODS:

- 5.1 This document constitutes a receipt only for the external condition of the Goods visible to Carrier.
- 5.2 Merchant warrants that, unless special carriage is requested and paid for, the Goods are fit to be carried in an unventilated, unheated, unrefrigerated Container or other stowage space and withstand condensation / container "sweat."
- 5.3 Merchant warrants that the description, marks, numbers and quantities of the Goods, as well as designation of Merchants, are accurate, complete and comply with all regulations. Merchant shall have the exclusive burden to provide verified gross mass (VGM) of Goods as obtained on calibrated and certified equipment. Carrier shall be entitled to rely on the accuracy of the weight information provided by Merchant for all purposes, including compliance with the VGM requirement under the Safety of Life at Sea Convention (SOLAS). Carrier shall be entitled to tender, counter-sign or endorse such certificates, weight tickets or other weight data provided by Merchant as Carrier's own VGM to subcontractors, including the Vessel operator. Merchant agrees to indemnify and hold Carrier harmless from any and all claims, losses, penalties and/or costs resulting from incorrect gross mass or other information provided by Merchant.
- 5.4 Merchant has the exclusive obligation to ensure, and hereby warrants, the Goods and Merchants are compliant with all relevant authorities and are legally eligible for Carriage in all respects under all relevant governing laws and regulations.
- 5.5 Without any obligation to do so, the Carrier shall have unrestricted liberty to inspect the packaging and contents of the Goods for any purpose and to inquire and verify the accuracy or sufficiency of information provided and to seek assurances. Any discrepancies may result in shipment delay, cancellation and/or additional charges assessed by the Carrier. The Carrier may disclose and report, whether on a mandatory or voluntary basis, any and all regulatory non-compliance to authorities; such authorities may exercise forfeiture and/or assess penalties against Merchant.

6. DANGEROUS AND/OR HAZARDOUS GOODS:

- 6.1 Carrier may accept or reject at its exclusive discretion Dangerous or Hazardous Goods offered for transportation.
- 6.2 Merchant shall comply with applicable law relating to the Carriage of Dangerous or Hazardous Goods and shall inform Carrier in writing prior to tender of the Goods the exact nature of the danger or hazard and indicate the precautions to be taken. If Merchant fails to provide such information and the Goods are deemed a hazard to life or property, the Goods may at any place be unloaded and destroyed without liability and on the account of Merchant for costs. The burden of proving Carrier knew and accepted the exact nature of the danger and hazard constituted shall be upon Merchant.
- 6.3 If the Goods become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Carrier, it shall have no liability and the Merchant shall indemnify the Carrier of all damages and liabilities arising therefrom.

7. LIMITED COGSA CLAUSE PARAMOUNT:

- 7.1 (CARRIAGE TO, FROM AND BETWEEN UNITED STATES PORTS) Whether or not applicable by force of law, and except as specifically provided in this Clause 7 and in Clause 8.1, the United States Carriage of Goods by Sea Act ("U.S. COGSA"), 46 U.S.C. §30701 (Note), is incorporated by reference as terms of this contract for Carriage whether the Goods are carried on or under deck, before the Goods are loaded on and/or after the Goods are discharged from the Vessel, and throughout the entire time the Goods are in the custody or are the responsibility of Carrier in performing the Carriage hereunder, whether acting as carrier or bailee. Nothing contained herein shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities under U.S. COGSA. Notwithstanding the foregoing, the provisions of 46 U.S.C. §§ 30701 (3)(8) and (4)(5) of U.S. COGSA addressing minimum liability of the Carrier are excluded from incorporation by reference and shall only apply when required by force of law.
- 7.2 (CARRIAGE TO AND FROM NON-UNITED STATES PORTS) Whether or not applicable by force of law, and except as specifically provided in this Clause 7 and in Clause 8.1, the Hague-Visby Rules are incorporated by reference as terms of this contract for Carriage whether the Goods are carried on or under deck, before the Goods are loaded on and/or after the Goods are discharged from the Vessel, and throughout the entire time the Goods are in the custody or are the responsibility of Carrier in performing the Carriage hereunder, whether acting as carrier or bailee. Nothing contained herein shall be deemed a surrender by Carrier of any of its rights or immunities or an increase of any of its responsibilities under the Hague-Visby Rules. Notwithstanding the foregoing, the provisions of Article IV(5) of the Hague-Visby Rules addressing minimum liability of Carrier are excluded from incorporation by reference and shall only apply by force of law.

8. CARRIER'S LIABILITY:

8.1 Unless the shipper declares a higher value as provided at Clause 8.5, Carrier's liability shall be limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by U.S. COGSA by force of law, Carrier's liability shall be limited to a maximum of U\$\$500 per package of the portion of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion of the Carriage governed by the Hague-Visby Rules by force of law, Carrier's liability shall be limited to a maximum of two Special Drawing Rights (SDRs) per kilogram or 666.67 SDRs per package, or for Goods not shipped in packages, per customary freight unit, whichever is the greater and always subject to that portion of the Goods adversely affected; (c) for loss or damage occurring during any portion where U.S. COGSA or Hague-Visby is otherwise incorporated herein but is not applicable by force of law, to include periods of domestic water carriage and inland (surface) transportation, Carrier's liability shall be limited to a maximum of the lesser of U\$\$500 per Package or U\$\$0.50 per pound of the portion of Goods adversely affected; (d) for any financial loss other than loss or damage to Goods, Carrier's liability is limited to U\$\$50 per transaction or shipment; (e) in the event of loss or damage subject to mandatory applicable law

which invalidates Carrier's otherwise applicable maximum contractual liability hereunder, Carrier's liability shall be limited to the lowest amount permissible by / in accordance with such applicable law.

- 8.2 In any and all events, nothing in this document shall constitute a surrender of any liability immunity or limitation inuring to Carrier's benefit under any applicable law, even if such immunity or limitation by law results in a liability of Carrier less than the otherwise applicable maximum contractual liability hereunder.
- 8.3 For purposes of Carrier's liability, when it cannot be ascertained at what stage of Multi-Modal Transportation the loss or damage occurred, it shall be presumed to have occurred during periods of inland (surface) transportation.
- 8.4 For purposes of Carrier's liability, and for good and valuable consideration to Merchant in the form of freight rate, the package or customary freight unit shall be the object and unit referred to in the "No. of Pkgs." column on the face of this document and in the absence of designation in such column shall be deemed the Container.
- 8.5 The Merchant may avoid the liability limitations hereunder, or any other liability limitation imposed by applicable law, by unequivocally declaring the value of the Goods for liability purposes to Carrier in writing prior to Carriage and paying Carrier an ad valorem freight rate. Such declared value shall only be binding upon Carrier to the extent also memorialized and indicated on the face of this document. Carrier's knowledge of the value of Goods and/or Merchant's declaration of the value of the Goods to Carrier in regular course or for any other purpose, such as for Customs purposes, shall in no event constitute a declared value of the Goods to Carrier for liability purposes.
- 8.6 In no event shall Carrier be liable for special, incidental or consequential damages, lost profits or revenues or loss of merchantability of the Goods, whether or not Carrier had notice or knowledge that such may occur.
- 8.7 In no event shall Carrier's aggregate liability exceed the actual value of any loss or damage or the replacement value of the Goods adversely affected, whichever is lower.
- 8.8 Carrier does not guarantee delivery of the Goods at the port of discharge or place of delivery at any particular time or to meet any particular market or use. Carrier shall have no liability for any direct or consequential damages arising from delay or failure to notify Merchant as to the actual arrival and/or delivery date of the Goods. In the event Carrier is nevertheless for any reason found liable for delay, Carriers liability shall in all circumstances be limited to the lesser of the liability calculated pursuant to Clause 8.1 hereunder or twice the amount of freight charges billed Merchant for the Carriage. If the Goods are not delivered within 90 days of anticinated delivery date, the Goods shall be deemed lost, in the absence of contrary evidence.
- 8.9 Notwithstanding anything herein to the contrary, Carrier shall in no event have any liability whatsoever for any loss, damage, delay or failure in performance hereunder arising from or attributable to: (a) circumstances of inherent defect, quality or vice of the Goods, including but not limited to wastage in bulk or weight; (b) defective or insufficient packing not reasonably fit to withstand the ordinary rigors of contemplated transportation; (c) insufficiency or inadequacy of marks on or description of Goods; (d) any act or omission of Merchant, its agent or representative; (e) unsuitable or defective container provided by Carrier if such unsuitability or defect would have been apparent to Merchant upon reasonable inspection; (f) arrest or restraint of princes, rulers of people or seizure under legal process, quarantine restrictions or embargo or any act of any public authority; (g) act, neglect or fault of the master, mariner, pilots or the servants of Carrier in the navigation or management of the Vessel; (h) any act of barratry; (i) perils, dangers, and accidents of the sea or other navigable waters; (j) saving or attempting to save life or property at sea or any deviation in rendering such service; (k) bursting of boilers, breakage of shafts or any latent defect in hull, equipment, machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence by Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied; (l) fire unless caused by the actual fault or privity of Carrier or its subcontractors, servants or agents; (m) any force majeure event, to include but not be limited to, natural disasters, strikes or lockouts or stoppage/restraint of labor from whatever cause, civil unrest, epidemic, acts of war or armed conflicts and acts or threatened acts of public enemies, terrorists, pirates, hijackers or assailing thieves; (n) latent defects not discoverable by due diligence of Carrier or its subcontractors, servants or agents; (o) any cause arising without
- 8.10 Merchant shall indemnify Carrier against any claim by a third party or assignee of Merchant which imposes or attempts to impose upon Carrier any liability in connection with the Goods other than or in excess from that as provided herein, whether or not arising from negligence of Carrier, its subcontractors, servants or agents.

9. MERCHANT LIABILITY FOR EQUIPMENT

Merchant shall assume full responsibility for and shall indemnify Carrier against any loss of or damage to Containers and other equipment provided by Carrier or its subcontractors, servants, or agents which loss or damage occurs while in the possession or control of Merchant, its agents or independent vendors engaged by or on behalf of Merchant. Merchant shall indemnify and hold Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by Containers or the Goods during handling by, or while in the possession or control of, Merchant, its agents or any independent vendors engaged by or on behalf of Merchant.

10. ROUTE AND METHOD OF TRANSPORTATION

Without notice to the Merchant, Carrier has liberty and discretion to consolidate the Goods with other cargoes, carry the Goods on or under deck and to choose or substitute the method, means, route, mode and procedure to accomplish the Carriage.

11. DELIVERY

- 11.1 The Goods shall be deemed to be delivered when they have been delivered to or placed at the disposal of the Merchant or its agent in accordance with this Bill of Lading, or when the Goods have been delivered to any authority or other party to which, pursuant to the law or regulation applicable at the place of delivery, the Goods must be delivered or surrendered, or such other place at which the Carrier is entitled to call upon the Merchant to take delivery.
- 11.2 The Carrier shall also be entitled to store the Goods at the sole risk of the Merchant, and the Carrier's liability shall cease upon the Carrier's tender/delivery of the Goods to the appointed warehouse or storage facility. The cost of such storage shall be paid, upon demand, by the Merchant to the Carrier.
- 11.3 If at any time the Carriage is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Carrier, its subcontractors or agents, the Carrier may: abandon the Carriage of the Goods and, where reasonably practicable, place the Goods or any portion of them at the Merchant's disposal at any place that the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Carrier in respect of such Goods shall cease. In such event, the Carrier shall be entitled to full freight under this Bill of Lading and the Merchant shall pay any additional costs arising out of such event.

12. FREIGHT CHARGES AND EXPENSES TO MERCHANT

- 12.1 Freight charges shall be paid without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight charges shall be deemed earned by the Carrier upon its receipt of the Goods. Earned freight charges are non-refundable. A late fee shall apply in the amount of 1.5% (one and a half percent) per month or 18% (eighteen percent) per year.
- 12.2 Freight charges and all other amounts due Carrier for the Carriage are to be paid in the currency named in this Bill of Lading or, at the Carrier's option, in the currency of the country of origin or destination.
- 12.3 The Merchant shall reimburse and indemnify the Carrier for any duties, taxes, demurrage, detention, charges, liabilities or other expenses whatsoever in connection with the Goods or arising from any breach of warranty by Merchant hereunder or from any cause or reason not exclusively attributable to a liability of Carrier, its subcontractors, servants or agents.
- 12.4 In the event Merchant breaches its warranty as to the accuracy and completeness of the description and the marks, numbers, quantities and weight of the Goods, resulting in a lower freight charge than should be due and owing carrier based upon actual correct and complete description, marks, numbers, quantities and weight of the Goods, it is agreed that a sum equal either to double the correct freight charges properly assessed based upon actual correct and complete description, marks, numbers, quantities and weight of the Goods, less the freight previously calculated or charged, shall be payable as liquidated damages to the Carrier. Such liquidated damages shall only relate to freight charges; Carrier reserves all rights to recover from Merchant other damages caused by Merchant's breach of its warranty as to the accuracy and completeness of the description and the marks, numbers, quantities and weight of the Goods.
- 12.5 Notwithstanding the acceptance by the Carrier of instructions to collect freight charges or other expenses relating to the Carriage from any specific person, Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason. Shipper, consignee and bill-to parties are jointly and severally liable for all charges and expenses related to the Carriage. Charges may be reversed to the responsible parties if the Goods are refused delivery or in the event payment is not made by the original bill-to party.

13. LIEN

13.1 The Carrier shall have a lien on any and all of the Merchant's property for all advances, claims, costs, freight charges, duties, surcharges, general average expenses, salvage expenses, taxes, demurrage, money due and payable to the Carrier and/or any affiliate of Carrier by Merchant, including any lien and

collection-related costs, whether or not related to the Carriage of Goods under this document, a prior transaction / an unrelated claim and/or any combination of the foregoing. The lien on the Goods shall survive delivery to the Merchant. Carrier may sell the Goods privately or by public auction without notice to the Merchant. If upon sale of the Goods the proceeds fail to satisfy the amount due Carrier, together with the cost and expenses incurred, Carrier may recover any difference from Merchant.

13.2 If the Goods are unclaimed after 30 days from date the Goods are placed at the disposal of the Merchant, or whenever in the Carrier's judgment the Goods will become deteriorated, decayed or worthless, the Carrier may, at its discretion and subject to its lien and without any responsibility attaching to it, sell, abandon, or otherwise dispose of the Goods solely at the risk and expense of the Merchant.

14. GENERAL AVERAGE

14.1 In the event of accident, danger, damage or disaster before or after the commencement of the Carriage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier and its subcontractors, servants and agents are not responsible by statute, contract or otherwise, the Goods and the Merchant shall contribute in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the Carrier, its subcontractors, servants or agents, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the Goods and/or the Merchant prior to delivery.

14.2 Merchant shall defend, indemnify and hold harmless the Carrier, its subcontractors, servants or agents in respect of any claim (and any expense arising therefrom) of a General Average which may be made against the Carrier and/or any of its subcontractors, servants or agents. Merchant agrees to pay any and all sums or securities assessed by the General Average Adjuster for payments on account.

14.3 Neither the Carrier nor its subcontractors, servants or agents shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due from the Merchant. Notwithstanding the foregoing, Carrier is authorized at its discretion to act on behalf of the Goods in any salvage proceeding at the sole expense of Merchant, unless Merchant arranges for separate representation.

15. NOTICE OF CLAIM AND TIME FOR SUIT

15.1 Unless the Merchant provides written notice to the Carrier of the general nature of any loss or damage to the Goods at the time the Carrier delivers the Goods to the Merchant, such delivery by the Carrier is prima facie evidence of the Carrier's delivery of the Goods in good order and condition.

15.2 Where the loss or damage is not apparent and/or latent, the same prima facie presumption shall apply if notice in writing is not given to Carrier within 3 days after the day when the Goods were delivered to the Merchant.

15.3 The Carrier shall be discharged of all liability unless suit is brought against the Carrier within one year from the date of delivery or the date on which the Goods should have been delivered.

16. MANDATORY VENUE, JURISDICTION, AND APPLICABLE LAW

Merchant agrees that all claims or disputes hereunder or questions arising out of the Carriage of the Goods shall be determined under United States law solely in the United States District Court for the Southern District of Texas at Houston, to the exclusion of all other courts, and the Merchant and Carrier each agree to submit to the personal jurisdiction of that Court; provided, however, where the Vessel operator issues a bill of lading for the transportation of the Goods that includes a mandatory venue clause for a mandatory venue other than the Southern District of Texas, the Merchant expressly agrees to be bound by the mandatory venue clause of the Vessel operator's bill of lading for any claims, disputes, or questions that the Merchant has against the Carrier and any subcontractor, servant or agent of Carrier. Merchant agrees that equity and judicial efficiency require that a single action shall resolve all claims, disputes, or questions arising out of the Carriage of the Goods.

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.:

Rule 9: Freight Forwarder Compensation

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

- Compensation to a licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when, such forwarder is licensed with the Federal Maritime Commission under Section 19 (a) of the Shipping Act of 1984 and has certified in writing that it holds a valid license and has performed the following services:
 - Α. Engaged, booked, secured, reserved, or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
 - В. Prepared and processed the Ocean Bill of Lading, dock receipt, or other similar document with respect to the shipment.
- 2. Carrier will not pay compensation for services described in Paragraph (1), more than once on the same shipment.
- Carrier will not knowingly pay compensation on a shipment in which the forwarder has a direct or indirect beneficial interest.
- The amount of Compensation shall be negotiated.

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Amendment No.:

Rule 10: Surcharges and Arbitraries

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 11: Minimum Quantity NRA's

Amendment No.:

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 12: Ad Valorem NRA's

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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 NRA, 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 NRA.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)

Amendment No.:

Rule 13: Transshipment

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Co-Loading in Foreign Commerce Rule 14:

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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 fromother 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 Bll of Lading liability shall not be altered by co-loading.
- D. Shippers are responsible for payment of NRA's and charges.
- 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

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Amendment No.:

Amendment No.:

Rule 15: Open NRA's in Foreign Commerce

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Not Applicable

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.:

Rule 16: Hazardous Cargo

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Except as otherwise provided, NRA's apply on Hazardous Cargo ONLY when the NRA Hazardous Code is denoted "HAZ". NRA's with the Hazardous Code "NHZ" or absent a specific Hazardous Code may NOT be applied to Hazardous Cargo unless the specific Commodity Description for the NRA applies for Hazardous or Dangerous cargo only.

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World) 023239-001:

Amendment No.:

Green Salted Hides in Foreign Commerce

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Not Applicable

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Returned Cargo in Foreign Commerce

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 19: Shippers Requests in Foreign Commerce

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 20: Overcharge Claims

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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:

Amendment No.:

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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:
Rule 21: Use of Carrier Equipment

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Amendment No.:

Rule 22: Automobile NRA's in Domestic Offshore Commerce

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

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

Rule 23: Carrier Terminal Rules and Charges

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Not Applicable

Amendment No.:

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

A. Bonding of NVOCC

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

2. Bond No.: **00105613834**

Issued By: Travelers Casualty and Surety Company of America

One Tower Square Hartford, CT 06183

B. RESIDENT AGENT:

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

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

023239-001: FMC Tariff No. 001 - Between (US and World)
Amendment No.:

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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 §§ 520, 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Shipping Acts.

Tariff Rule Information

023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC

Manuel Morid (US and World)

Amendment No.:

Rule 26: Reserved for Future Use

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Reserved for Future Use

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Reserved for Future Use **Rule 27:**

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

Not Applicable

Amendment No.:

Tariff Rule Information

Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC 023239-001:

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

Amendment No.:

Rule 28: Definitions
Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

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 lest 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

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 NRA items of this tariff.

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

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

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 Atlas Heavy Projects LLC, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License No. 023239N.

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

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

 023239-001:
 Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 001 - Between (US and World)

 Rule 29:
 ABBREVIATIONS, CODES AND SYMBOLS

Effective: 14JUNE2011 Thru: NONE Expires: NONE Publish: 14JUNE2011

EXPLANATION OF ABBREVIATIONS

KDF Knocked Down Flat A Increase Kilos Kilograms Atmosphere Controlled Kilo Ton AC K/T Ad. Val. Ad Valorem Pound or Pounds Lb ΑI All Inclusive LCL or LTL Less than Container Load

Board Foot or Board Feet Lump-sum BF L/S

Long Ton (2240 Lbs) Bill of Lading L/T B/L

Bunker Adjustment Factor LT/40 Long Ton (2240 lbs.) or 40 Cubic Feet BAF

1 Cubic Meter BM Board Measurement M Change in tariff Item Max. Maximum C

CAF Currency Adjustment Factor 1.000 Feet Board Measure MBF or MBM

CBM, CM or M3 Cubic Meter Minimum Min CC Cubic Centimeter MM Millimeter **CFS** Container Freight Station N/A Not Applicable

NVOCC Service Arrangement CFT Cubic Foot or Cubic Feet NSA Negotiated Rate Arrangements Chilled CLD NRA

Centimeter Non-Hazardous CM NHZ

CU Cubic NOS Not otherwise specified

CWT Cubic Weight OT Open Top Container Yard CYPier

D Door Pkg. or Pkgs. Package or Packages DDC Destination Delivery Charge **PRC** People's Republic of China Puerto Rico and U.S. Virgin Islands Expiration PRVI F

Freight All Kinds FAK R Reduction

Flat Bed RE Reefer / Refrigerated FB **FCL** Full Container Load R/T Revenue Ton **FEU** Forty Foot Equivalent Unit RYRail Yard

FΙ Free In SL&C Shipper's Load and Count Free In and Out Square Foot or Square Feet FIO Sq. Ft. **FIOS** Free In, Out and Stowed S/T Short Ton (2000 lbs.)

Free Out SU or S/U Set Up FΟ FOB Free On Board Terminal Τ

FMC Federal Maritime Commission TEU Twenty Foot Equivalent Unit Terminal Handling Charge FR Flat Rack THC Terminal Receiving Charge FRZ Frozen TRC Feet or Foot United States of America FΤ USA HAZ Hazardous United States Dollars USD

I New or Initial Tariff Matter VEN Ventilated ID Inside Diameter VIZ Namely ΙN Insulated VOL Volume I&S Weight Iron or Steel W Knocked Down W/M Weight/Measure K/D

1023239-001: Atlas Heavy Projects LLC d/b/a Hansa Shipping Line LLC FMC Tariff No. 1

Amendment No.: 1 (c) Rule 30: Access to Tariff Information

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