

THE SHIPPER'S BOOKING OF CARGO TO SHIPCO OR ITS AUTHORIZED REPRESENTATIVE AFTER RECEIVING THE TERMS OF THE NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND THE TERMS OF THE NRA OR NRA AMENDMENT.

THE BOOKING CONFIRMATION, ALONG WITH THE RATE QUOTE, COMPRISES THE NEGOTIATED RATE ARRANGEMENT OR NRA (PER 46 C.F.R. PART 532, ET SEQ.) THE BOOKING CONFIRMATION NUMBER CONSTITUTES THE NRA NUMBER. THE NRA IS VALID FOR THE VESSEL/VOYAGE AND DEPARTURE MENTIONED IN THE BOOKING CONFIRMATION ONLY. RATES ARE FIXED AS OF THE FOLLOWING DATES: (1) FOR LCL CARGO AS OF THE CFS CUT-OFF DATE; AND (2) FOR FCL CARGO AS OF THE TERMINAL IN-GATE DATE. CARGO IS CONSIDERED TO BE RECEIVED BY SHIPCO OR ITS AUTHORIZED REPRESENTATIVE ON THE CFS CUT-OFF DATE FOR LCL CARGO OR TERMINAL IN-GATE DATE FOR FCL CARGO AND AS SET FORTH IN RULE #15 OF THE SHIPCO RULES TARIFF. SHOULD THE VESSEL OR VOYAGE CHANGE, A NEW NRA QUOTE WITH REVISED RATES WILL BE OFFERED. ANY CHARGES IMPOSED BY THE OCEAN CARRIER WITHOUT APPROPRIATE NOTICE, SUCH AS CHARGES IMPOSED PURSUANT TO 46 C.F.R. 520.8, SHALL BE PASSED THROUGH TO THE SHIPPER WITH NO MARK-UP. THE NRA MAY INCLUDE DEMURRAGE, DETENTION, PER DIEM, FREE TIME, WAITING TIME, PENALTIES, INCENTIVES, SERVICE STANDARDS, FREIGHT FORWARDER COMPENSATION, OR OTHER SIMILAR PASS-THROUGH CHARGES FROM CARRIERS OR PORTS. THIS NRA IS SUBJECT TO GENERAL RATE INCREASES UNLESS OTHERWISE STATED ON THE BOOKING CONFIRMATION.