

GENERAL TERMS

1) MERCHANT(S) MEANS AND INCLUDES THE SHIPPER, CONSIGNEE, RECEIVER, HOLDER OF THE BILL OF LADING, THE OWNER OF THE GOODS, AND THE PERSON OR ENTITY ENTITLED TO THE POSSESSION OF THE GOODS, AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES AND EMPLOYEES; OR ANYONE ACTING ON BEHALF OF ANY PERSONS NAMED HEREIN

2) MINIMUM BILL OF LADING CHARGES: 1. \$3000.00 NON-HAZ; 2. \$5000.00 HAZARDOUS (CLASS 1 OR 7 NOT INCLUDED); 3. \$7000.00 HAZARDOUS (CLASS 1 AND 7)

3) FOR US BOUND CARGO MERCHANTS ARE RESPONSIBLE TO PROVIDE THE FOLLOWING INFORMATION AT LEAST 48 HRS PRIOR TO THEIR CARGO BEING LOADED ON BOARD THE VESSEL:

A PRECISE AND ACCURATE DESCRIPTION OF THE CARGO; CARGO WEIGHT AND VOLUME; THE NUMBERS AND QUANTITIES OF THE LOWEST EXTERNAL PACKAGING UNIT; MERCHANTS COMPLETE NAME/ADDRESS OR ID NUMBER ASSIGNED BY U.S. CUSTOMS; COMPLETE NAME AND ADDRESS OF THE CONSIGNEES OR OWNERS OR OWNER'S REPRESENTATIVES OR ID NUMBER; HAZ MAT INFORMATION (DANGEROUS GOODS DECLARATION); CONTAINER NUMBERS; SEAL NUMBERS. INCORRECT, INSUFFICIENT, FRAUDULENT OR DELAYED INFORMATION SENT TO CARRIER MAY RESULT IN PENALTIES, FINES, AND PROSECUTION FROM US CUSTOMS FOR WHICH MERCHANTS AND/OR THEIR AGENTS IN ST. PETERSBURG WILL BE HELD FULLY RESPONSIBLE.

4) FOR US BOUND CARGO - ALL MERCHANTS WILL BE REQUIRED TO PROVIDE AN ACCEPTED COPY OF THE ISF FILING FORMS: 72 HOURS BEFORE LOADING FOR CONTAINERIZED CARGO; 48 HOURS BEFORE LOADING FOR BREAK-BULK CARGO. ALL NON-COMPLIANT SHIPMENTS MAY BE SUBJECT TO DELAYS, FINES, NO-LOAD DISPOSITIONS AS WELL AS DEAD FREIGHT AND CHARGES FOR VESSEL DETENTION / DAMAGES.

5) MASTER B/L AND EXPORT DECLARATIONS FOR U.S. BASED CARGO ARE DUE IN OUR OFFICE NOT LATER THAN 24 HRS PRIOR TO VESSEL ARRIVAL OTHERWISE LATE DOCUMENT FEE OF \$75.00 PER B/L SET WILL APPLY.

CARRIER WILL ASSESS BILL OF LADING AND SEAWAY BILL PROCESSING FEES AS FOLLOWS:

\$ 50.00 PER B/L FOR EXPORT (EAST-BOUND) CARGO

\$ 35.00 PER B/L FOR IMPORT (WEST-BOUND) CARGO

\$ 35.00 PER SWB FOR EXPORT (EAST-BOUND) CARGO

\$ 20.00 PER SWB FOR IMPORT (WEST-BOUND) CARGO

FOR EACH CORRECTION TO A FINALIZED BILL OF LADING OR SEAWAY BILL

A FEE OF \$50.00 PER CORRECTION WILL BE ASSESSED

A FEE OF \$40 PER CORRECTION WILL APPLY FOR EVERY CORRECTION TO THE FILING UNDER US CUSTOMS 24-HOUR ADVANCE MANIFEST RULE AND US COAST GUARD REQUIREMENTS

6) CANCELLATION CLAUSE:

A BOOKING WITH A VOLUME OF 2000 REVENUE TON AND OVER, OR 50 TEU AND OVER, OR OCEAN FREIGHT OF TOTAL USD 45000 (OR EQUIVALENT IN OTHER CURRENCY) AND OVER, CANCELLED FORTY FIVE (45) DAYS OR LESS BEFORE CUT-OFF DATE WILL BE CHARGED HUNDRED PERCENT (100%) OF TOTAL FREIGHT AND INDUCEMENT PORT FEE IF APPLICABLE, UNLESS AGREED OTHERWISE WITH THE CARRIER.

ANY OTHER BOOKING CANCELED SEVEN (7) DAYS OR LESS BEFORE CUT-OFF DATE WILL BE CHARGED HUNDRED PERCENT (100%) OF TOTAL FREIGHT, UNLESS AGREED OTHERWISE WITH THE CARRIER

MERCHANT'S FAILURE TO DELIVER THE CARGO TO THE TERMINAL BY THE CUT-OFF DATE MAY RESULT IN CANCELLATION OR ROLLING OF THE BOOKING.

ADDITIONAL WEST-BOUND CONTAINERS CANCELLATION TERMS:

REDUCING NUMBER OF CONTAINERS IN A BOOKING WILL BE TREATED AS BOOKING CANCELLATION AND CHARGED THE SAME WAY. THE DEAD FREIGHT WILL BE CHARGED FOR CONTAINER REDUCTION, AS WELL AS FOR NO SHOW AS FOLLOWS:

30 DAYS PRIOR TO CUT-OFF - MERCHANT MAY REDUCE INITIALLY BOOKED VOLUME BY 25 % WITHOUT INCURRING DEAD FREIGHT

14 DAYS PRIOR TO CUT-OFF - MERCHANT MAY REDUCE INITIALLY BOOKED VOLUME BY 10 % WITHOUT INCURRING DEAD FREIGHT

7 DAYS PRIOR TO CUT-OFF - MERCHANT MAY NOT REDUCE INITIALLY BOOKED VOLUME AND WILL BE CHARGED 100% OF TOTAL FREIGHT

ALL BOOKING AMENDMENTS, CANCELLATION OR POSTPONEMENT TO THE VESSEL LATER THAN THE FIRST AVAILABLE SAILING WILL BE SUBJECT TO DEAD FREIGHT

DEAD FREIGHT WILL BE INVOICED TO THE BILLING PARTY INDICATED IN THE BOOKING NOTE.

IMO CLASS 7 BOOKING CANCELLATION / DELAY: IN THE EVENT THAT MERCHANT CANCELS OR FAILS TO TIMELY TENDER BOOKED IMO CLASS 7 CARGO FOR SHIPMENT FOR ANY REASON, INCLUDING BY REASON OF FORCE MAJEURE, THEN IN ADDITION TO THE FOREGOING AND ALL OTHER REMEDIES AND RELIEF AVAILABLE TO CARRIER AT LAW OR IN EQUITY, MERCHANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER AGAINST ANY AND ALL CLAIMS AND/OR DEMANDS BROUGHT BY THE OWNERS OF THE CARGO AND/OR THE HOLDERS OF DOCUMENTS EVIDENCING CONTRACTS OF CARRIAGE IN RESPECT OF THE CARGO, AND/OR BY THE OWNERS OF OTHER CARGO AND/OR THE HOLDERS OF BILLS OF LADING, WAYBILLS OR OTHER DOCUMENTS EVIDENCING CONTRACTS OF CARRIAGE IN RESPECT OF OTHER CARGO BOOKED FOR SHIPMENT ON THE SAME SCHEDULED VOYAGE, AGAINST CARRIER BY REASON OF DELAY AND/OR DISRUPTION TO THE VOYAGE CAUSED BY MERCHANT'S CANCELLATION OR FAILURE TO TIMELY TENDER BOOKED CARGO ON THE BOOKED DATE AND TIME FOR SHIPMENT, AS WELL AS AGAINST ANY AND ALL CLAIMS, FINES, PENALTIES, DAMAGES, COSTS, AND/OR FEES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, COSTS AND INTEREST), INCURRED BY CARRIER OR ASSERTED OR ASSESSED AGAINST CARRIER AS A RESULT OF SUCH DELAY AND/OR DISRUPTION TO A SCHEDULED VOYAGE. MERCHANT ACKNOWLEDGES THAT THE FOREGOING CLAIMS AND/OR DEMANDS DESCRIBED IN THIS PARAGRAPH ARE REASONABLY FORESEEABLE AS THE PROBABLE RESULT OF ANY CANCELLATION BY MERCHANT OR FAILURE OF THE MERCHANT TO TIMELY TENDER BOOKED CARGO FOR SHIPMENT BECAUSE, AMONG OTHER ITEMS, IT IS REASONABLY FORESEEABLE THAT SUCH FAILURE WILL REQUIRE CARRIER TO CANCEL A VOYAGE OR VOYAGES, DELAY A VOYAGE OR VOYAGES, UNLOAD THIRD PARTY CARGO BOOKED ON SUCH A VOYAGE OR VOYAGES, OR CAUSE OTHER SIMILAR CONSEQUENCES DUE TO THE OPERATIONAL CONSTRAINTS APPLICABLE TO CARRIER'S TRANSATLANTIC SERVICE.

7) WHARFAGE/THC/STORAGE CHARGES AT THE PORT OF LOADING/DISCHARGE ARE FOR MERCHANT A/C AS PER RESPECTIVE PORT AUTHORITY TARIFF UNLESS OTHERWISE SPECIFIED.

8) IN US PORTS DOCK RECEIPT MUST ACCOMPANY CARGO UPON DELIVERY TO PIER.

9) GENERAL STORAGE CHARGES IN PORTS AND FREE TIME AS PER PORT TARRIFS UNLESS OTHERWISE AGREED.

10) RATES AND SPACE CONFIRMATION ARE BASED ON THE INFORMATION AND PACKING LISTS PROVIDED. ANY CHANGES (INCREASE OR DECREASE) TO OVERALL VOLUME, PIECE COUNT, AND CARGO UNIT DIMENSIONS MIGHT RESULT IN CHANGES TO THE RATE AND WOULD REQUIRE RATE RECONFIRMATION AND CARRIER APPROVAL FOR HANDLING/LOADING.

11) APPOINTMENT REQUIRED FOR ALL CARGO DELIVERIES.

12) ALL TERMS NOT LISTED AS PER FMC-007.

13) MERCHANT SHALL COMPLY WITH ALL REGULATIONS OR REQUIREMENTS OF CUSTOMS, PORT AND OTHER AUTHORITIES, AND SHALL BEAR AND PAY ALL DUTIES, TAXES, FINES, IMPOSTS, EXPENSES OR LOSS (INCLUDING WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING FREIGHT FOR ANY ADDITIONAL CARRIAGE UNDERTAKEN) INCURRED OR SUFFERED BY REASON OF ANY FAILURE TO SO COMPLY, OR BY REASON OF ANY ILLEGAL, INCORRECT OR INSUFFICIENT MARKING, NUMBERING OR ADDRESSING OF THE GOODS, AND SHALL INDEMNIFY THE CARRIER IN RESPECT THEREOF.

14) ALL MOVES REFERENCED IN THIS BOOKING CONFIRMATION ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE CARRIER'S ISSUED LONG FORM BILL OF LADING. THE MERCHANT NAMED ON THIS BOOKING CONFIRMATION HEREBY ACKNOWLEDGES AND AGREES TO ALL THE TERMS AND CONDITIONS OF THE CARRIER'S ISSUED LONG FORM BILL OF LADING. CONTAINER TERMS <https://arrcm.com/resources.html>

15) ALL EQUIPMENT RELEASES ARE FOR CONTAINERS ONLY, ARRC DOES NOT SUPPLY CHASSIS.

16) MERCHANT SHALL BE RESPONSIBLE FOR THE SAFETY AND SECURITY OF ANY CONTAINER IN ITS POSSESSION, AND FOR ANY DAMAGE OR INJURY TO OR LOSS. IN CASE THE CONTAINER IS DAMAGED WHILE IN POSSESSION OF THE MERCHANT AS WELL AS ON BOARD ARRC NOMINATED VESSELS (DUE TO SHIFTING OF CARGO INSIDE CAUSED BY IMPROPER CARGO SECURING) MERCHANT SHALL ARRANGE REPAIRS FOR ITS OWN ACCOUNT IN ACCORDANCE WITH IICL-5 REPAIR STANDARD OR COMPENSATE THE RESPECTIVE EXPENSES OF THE CARRIER. IN CASE THE REPAIR COST EXCEEDS REPLACEMENT VALUE (RV), CONTAINER SHALL BE CONSIDERED AS LOST AND THE MERCHANT SHALL PAY THE CARRIER RV. REPLACEMENT VALUE SHALL BE DETERMINED BASED ON THE COST OF THE NEW CONTAINER, LESS OF DEPRECIATION OF 10 (TEN) PER CENT PER ANNUM, BUT NOT LESS THAN 40 (FORTY) PERCENT OF THE VALUE OF THE NEW CONTAINER. THE VALUES OF THE NEW CONTAINERS ARE AS FOLLOWS:

- 40' HC - USD 5400;
- 40' DC - USD 5000;
- 40' OT - USD 6000;

- 20' DC - USD 3600;
- 20' OT - USD 4000.

ADDITIONALLY MERCHANT WILL BE RESPONSIBLE FOR THE REMOVAL OF ALL BLOCKING, BRACING, STRAPPING, PAPER OR DEBRIS FROM THE CONTAINER, OR FOR ANY SOLID OR LIQUID CONTAMINATION AND FURTHER SHALL BE LIABLE FOR THE COST OF CLEANING AND/OR DEODORIZATION OF THE CONTAINER TO THE SATISFACTION OF THE CARRIER. ACTUAL CLEANING AND/OR DEODORIZATION OF THE CONTAINER MUST BE PERFORMED PRIOR TO RETURN OF THE CONTAINER TO THE CARRIER. ANY AND ALL CHARGES FOR SUCH CLEANING SERVICES SHALL BE FOR THE ACCOUNT OF THE MERCHANT.

17) WHEN CONTAINERS ARE LOADED AND SEALED BY MERCHANT OR HIS AGENT, CARRIER WILL NOT BE RESPONSIBLE OR LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE RESULTING FROM THE IMPROPER STOWAGE, LOADING OR MIXING OF ARTICLES IN THE CONTAINERS, NOR FOR ANY DISCREPANCY OR SHORTAGE IN THE COUNT THEREOF, NOR FOR ANY CONCEALED OR HIDDEN DAMAGE TO THE CARGO. UNLESS OTHERWISE AGREED WITH THE CARRIER, CARGO INSIDE OF CONTAINER MUST BE EVENLY DISTRIBUTED.

THE MERCHANT GUARANTEES THAT STAFFING, LASHING, SECURING, AND DUNNAGE OF CARGO INSIDE THE CONTAINER SHALL BE CARRIED OUT IN FULL COMPLIANCE WITH THE CTU CODE AND ENTIRELY AT THE AT MERCHANT'S RISK AND EXPENSE.

ANY DAMAGES TO THE CARGO AND/OR CONTAINER AND/OR OTHER CONTAINERS AND/OR THE VESSEL CAUSED BY INSUFFICIENT OR IMPROPER SECURING, LASHING, OR DUNNAGE OF THE CARGO SHALL BE BORNE SOLELY BY THE MERCHANT.

-FOR CLASS 7 HAZARDOUS MATERIALS THE MERCHANTS SHALL ENSURE AND GUARANTEE THAT THE LOADING, LASHING AND SECURING OF SUCH CARGO WITHIN THE CONTAINER COMPLIES FULLY WITH THE RECOMMENDATIONS AND STANDARDS PROVIDED BY THE WORLD NUCLEAR TRANSPORT INSTITUTE (WNTI, AVAILABLE AT <https://www.wnti.co.uk/resources/standards/>)

18) SHIPPER OWNED CONTAINERS MOVING INLAND ON RUSSIAN RAIL MUST HAVE 4 DIGIT APPROVED PREFIX, OTHERWISE A 30% SURCHARGE ON INLAND RATE TO APPLY.

19) ALL SHIPPER OWNED CONTAINERS MUST HAVE VALID CSC PLATES.

20) CARRIER IS NOT RESPONSIBLE FOR LOADING/UNLOADING VEHICLE(S) TO / FROM CONTAINER, SECURING AND BRACING. MERCHANT WARRANTS THAT THE GOODS IN THE CONTAINER ARE PROPERLY SECURED TO WITHSTAND THE FORCES OF BOTH LAND AND SEA TRANSPORTATION. FOR VEHICLES SHIPPED IN CONTAINERS, FUEL TANK MUST BE EMPTY AND BATTERY CABLES DISCONNECTED.

21) CONTAINER WITH VEHICLES AND ORIGINAL TITLE(S) SHOULD BE DELIVERED TO THE PORT OF LOADING FOR CUSTOMS CLEARANCE MINIMUM THREE BUSINESS DAYS PRIOR TO VESSEL SAILING

22) CONTAINERS CAN BE STOWED EITHER ON WEATHER DECK OR UNDER DECK BY CARRIER WITHOUT PRELIMINARY NOTICE TO MERCHANT.

23) CONTAINER DETENTION AND DEMURRAGE DETENTION /DEMURRAGE

#### DEMURRAGE

CHARGE FOR THE USE OF THE CONTAINER WITHIN THE TERMINAL BEYOND THE FREE TIME PERIOD. FOR IMPORT CARGO, THE DEMURRAGE TIME IS THE PERIOD AFTER VESSEL COMPLETES DISCHARGE UNTIL GATE-OUT OF THE FULL CONTAINER FROM THE TERMINAL. FOR EXPORT CARGO, THE DEMURRAGE TIME IS THE PERIOD FROM GATE-IN OF THE FULL CONTAINER INTO THE TERMINAL UNTIL THE FULL CONTAINER IS LOADED ON BOARD A VESSEL.

#### DETENTION

CHARGE FOR THE USE OF THE CONTAINER OUTSIDE OF THE TERMINAL OR DEPOT, BEYOND THE FREE TIME PERIOD. FOR IMPORT CARGO, THE DETENTION TIME IS THE PERIOD FROM GATE-OUT OF THE FULL CONTAINER UNTIL GATE-IN OF THE EMPTY CONTAINER INTO THE RESTORATION POINT. FOR EXPORT CARGO, THE DETENTION TIME IS THE PERIOD FROM THE PICK-UP OF THE EMPTY CONTAINER FROM THE TERMINAL OR DEPOT UNTIL GATE IN OF THE FULL CONTAINER IN THE TERMINAL. IN CASE OF BOOKING CANCELLATION, THE CHARGES WILL APPLY UNTIL THE EMPTY CONTAINER IS RETURNED TO CARRIER'S STOCK IN THE DEPOT/TERMINAL NOMINATED BY THE CARRIER. IN NO CASE SHOULD THE USE PERIOD OF CONTAINERS EXCEED 45 (FORTY FIVE) DAYS. OTHERWISE CONTAINER IS CONSIDERED AS LOST AND THE MERCHANT IS OBLIGED TO PAY REPLACEMENT VALUE IN ACCORDANCE WITH CL.16 OF THE GENERAL TERMS IN ADDITION TO DETENTION/DEMURRAGE.

DETENTION/DEMURRAGE AT BALTIC PORTS OF RUSSIA AND NORTH EUROPE - IMPORT:

FREE TIME: 10 CALENDAR DAYS

FROM DAY 11 TO DAY 20: USD\$85.00/20' PER DAY; USD\$85.00/40' PER DAY

FROM DAY 21 ONWARD: USD\$150.00/20' PER DAY; USD\$150.00/40' PER DAY

DETENTION/DEMURRAGE AT BALTIC PORTS OF RUSSIA AND NORTH EUROPE - EXPORT

FREE TIME: 30 CALENDAR DAYS,

FROM DAY 31 ONWARD: USD\$85.00/20' PER DAY; USD\$85.00/40' PER DAY

USA/CANADA/MEXICO PORTS IMPORT:

FREE TIME BEFORE DEMURRAGE/DETENTION APPLIES: 10 WORK DAYS TOTAL

THEREAFTER: USD\$150.00/20' PER DAY; USD\$250.00/40' PER DAY

FOR USA/CANADA/MEXICO PORTS EXPORT:

FREE TIME BEFORE DEMURRAGE/DETENTION APPLIES: 20 WORK DAYS TOTAL

THEREAFTER: USD\$150.00/20' PER DAY; USD\$250.00/40' PER DAY

CONSIGNEES AT ANY PORT WILL BE GRANTED ADDITIONAL ONE WORK DAY OF FREE TIME FOR EVERY BATCH OF 5 CONTAINERS IF VOLUME EXCEEDS 10 CONTAINERS, E.G.:

BATCH OF 11-15 - 1 DAY EXTRA

BATCH OF 16-20 - 2 DAYS EXTRA

BATCH 21-25 - 3 DAYS EXTRA, ETC.

24) ARRC STRONGLY RECOMMENDS MERCHANT TO CONDUCT A COMPREHENSIVE ASSESSMENT AND PHYSICAL CONTAINER INSPECTION ACCORDING TO THE RECOMMENDATIONS AND CRITERIA OF US CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM PROGRAM. ARRC ALSO STRONGLY RECOMMENDS MERCHANTS TO COMPLY WITH THE REQUIREMENT OF THE US CUSTOMS AND BORDER PROTECTION BY WHICH ALL MARITIME CONTAINERS IN TRANSIT TO THE UNITED STATES ARE REQUIRED TO BE SEALED WITH A SEAL MEETING THE ISO/PAS 17712 STANDARD.

YOU CAN MAKE YOURSELF FAMILIAR WITH 7 POINT CONTAINER INSPECTION GUIDELINES AND CONTAINER SEALS REQUIREMENTS AT [https://www.cbp.gov/sites/default/files/documents/7\\_pcic.pdf](https://www.cbp.gov/sites/default/files/documents/7_pcic.pdf)

ARRC ACCEPTS CONTAINERS FOR SHIPMENT SEALED ONLY WITH SEALS MEETING THE ISO/PAS 17712 STANDARD.

<https://www.cbp.gov/sites/default/files/documents/Bulletin%20-%20April%202014%20-%20ISO%2017712%20High%20Security%20Seals.pdf>

IN CASE A CONTAINER IS RECEIVED INTO CARRIER'S CUSTODY WITH A SEAL NOT COMPLYING WITH ISO/PAS 17712 STANDARD, CARRIER RESERVES THE RIGHT TO AFFIX ADDITIONAL ISO/PAS 17712 STANDARD SEAL AND CHARGE THE MERCHANT **USD 150** PER SEAL. MERCHANT SHALL BE RESPONSIBLE FOR PROVIDING AN ACCURATE AND COMPLETE CONTAINER PREFIX, CONTAINER NUMBER AND THE IDENTIFICATION NUMBER OF OCEAN SHIP CONTAINERS (CHECK DIGIT) ACCORDING TO ISO 6346 AND B.I.C. CODE REQUIREMENTS WHEN SUBMITTING CARGO MANIFEST AND BILL OF LADING INFORMATION. MERCHANT IS LIABLE FOR ALL ADDITIONAL EXPENSES RESULTING FROM PROVIDING INACCURATE OR INCOMPLETE SEAL NUMBER, CONTAINER PREFIX, CONTAINER NUMBER AND THE IDENTIFICATION NUMBER OF OCEAN SHIP CONTAINERS (CHECK DIGIT)

25) IN ACCORDANCE WITH THE REQUIREMENTS OF THE INTERNATIONAL CONVENTION FOR THE SAFETY OF LIFE AT SEA (SOLAS), AS AMENDED IN CHAPTER VI, PART A, REGULATION 2 THE MERCHANT IS TO ENSURE THAT THE GROSS MASS OF A PACKED CONTAINER IS VERIFIED PRIOR TO STOWAGE ABOARD THE SHIP. THE MERCHANT IS ULTIMATELY RESPONSIBLE FOR THE VERIFICATION OF THE GROSS MASS OF A PACKED CONTAINER CARRYING CARGO USING SOLAS CHAPTER VI, REGULATION 2 (MSC.1/CIRC.1475) GUIDELINES. THE MERCHANT IS ALSO RESPONSIBLE FOR ENSURING THAT THE VERIFIED GROSS MASS IS COMMUNICATED TO THE CARRIER IN THE SHIPPING DOCUMENTS SUFFICIENTLY IN ADVANCE TO BE USED BY THE SHIP'S MASTER OR HIS REPRESENTATIVE AND THE TERMINAL REPRESENTATIVE IN THE PREPARATION OF THE SHIP STOWAGE PLAN. IRRESPECTIVE OF ITS FORM, THE DOCUMENT DECLARING THE VERIFIED GROSS MASS OF THE PACKED CONTAINER SHOULD BE SIGNED AND DATED BY THE MERCHANT OR BY ITS DULY AUTHORIZED REPRESENTATIVE. THE SIGNATURE MAY BE AN ELECTRONIC SIGNATURE OR MAY BE REPLACED BY THE NAME IN CAPITALS OF THE PERSON AUTHORIZED TO SIGN IT. IN THE ABSENCE OF THE MERCHANT PROVIDING THE VERIFIED GROSS MASS OF THE PACKED CONTAINER, THE CARRIER RESERVES THE RIGHT NOT TO LOAD THE CONTAINER ON TO THE SHIP.

THE MERCHANT SHALL ASSUME LIABILITY FOR AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER FROM AND AGAINST ANY LOSS OR DAMAGE (INCLUDING CONSEQUENTIAL

LOSS OR DAMAGE), COSTS, FINES, PENALTIES AND ALL OTHER CLAIMS OF WHATSOEVER NATURE ARISING FROM THE MERCHANT'S FAILURE TO COMPLY WITH ABOVE REQUIREMENT. IN ADDITION, THE FREIGHT DEEMED EARNED UPON CONCLUDING THIS BOOKING SHALL BE PAYABLE TO CARRIER EVEN IF THE CONTAINER COULD NOT BE LOADED DUE TO MERCHANT'S FAILURE TO COMPLY WITH ABOVE REQUIREMENT

26A) MERCHANT SHALL BE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR SCREENING AND VERIFYING COMPLIANCE OF ALL SHIPMENTS WITH APPLICABLE SANCTIONS LAWS, AS DEFINED BELOW, AND FOR OBTAINING OR CAUSING TO BE OBTAINED, WHERE SHIPPER DOES NOT HAVE THE REQUISITE STANDING, ANY PERMIT(S), LICENSE(S) OR AUTHORIZATION(S) THAT MAY BE REQUIRED IN ORDER FOR SHIPPER OR CARRIER TO CONDUCT SUCH SHIPMENTS. SHIPPER WILL COOPERATE WITH CARRIER INCLUDING THROUGH THE DISCLOSURE OF ALL REASONABLY NECESSARY INFORMATION AND WILL COMPENSATE CARRIER FOR ALL REASONABLE COSTS, INCLUDING ATTORNEY'S FEES, INCURRED BY CARRIER, WHERE CARRIER IS CAUSED TO APPLY FOR OR REQUEST THE ISSUANCE OF ANY PERMIT(S), LICENSE(S) OR AUTHORIZATION(S) IN ORDER TO CONDUCT THE SHIPMENTS, INCLUDING AFTER BOOKING HAS BEEN ACCEPTED.

26B) MERCHANT REPRESENTS AND WARRANTS THAT THE INFORMATION PROVIDED IN THE KNOW YOUR CUSTOMER (KYC) QUESTIONNAIRE IS TRUE, ACCURATE AND COMPLETE AS OF THE EFFECTIVE DATE OF THIS BOOKING NOTE.

26C) MERCHANT SHALL INDEMNIFY AND HOLD HARMLESS CARRIER, CARRIER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL FINES, PENALTIES, ATTORNEY'S FEES, DEMANDS, CLAIMS INCLUDING THIRD-PARTY CLAIMS, SUITS OR OTHER FORMS OF LIABILITY, LOSSES, AND ALL OTHER COSTS INCURRED BY CARRIER IN THE EVENT THAT CONDUCTING THE CARRIAGE OF MERCHANT'S SHIPMENTS RESULTS IN THE VIOLATION OF ANY SANCTIONS LAWS OR IN ANY GOVERNMENT-ORDERED DETENTION, INSPECTION, OR INVESTIGATION. MERCHANT SHALL ALSO HOLD HARMLESS CARRIER, CARRIER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL DEMANDS, CLAIMS, SUITS OR OTHER FORMS OF LIABILITY, LOSSES AND ALL OTHER COSTS THAT MAY ARISE OR BE INCURRED BY MERCHANT FOR OR ON ACCOUNT OF ANY ACTION TAKEN BY CARRIER IN COMPLIANCE WITH A DIRECTION, ORDER OR REQUEST BY A SANCTIONING AUTHORITY.

ALL OF THE ABOVE TO APPLY IN ADDITION TO CLAUSE 48 BELOW.

#### RO-RO CARGO TERMS

27) IF THE UNIT IS DRIVABLE, OPERATING INSTRUCTIONS AND KEYS MUST BE SUPPLIED AND VEHICLE TO HAVE ENOUGH GAS TO DRIVE IN/OUT.

28) IF THE UNIT IS DRIVABLE, AND CANNOT BE STARTED, WE ARE NOT RESPONSIBLE TO LOAD.

29) CARRIER WILL NOT LOAD ANY UNITS WITH VISIBLE TRACES OF LEAKAGE OF OIL OR GAS, WITH INSUFFICIENTLY INFLATED TIRES AND NOT FUNCTIONAL BRAKES

30) EMERGENCY PROCEDURE ON START UP HAS TO BE OUTLINED BEFORE DELIVERY OF THE VEHICLE TO POL (TECHNICAL ASSISTANCE/EMERGENCY NUMBERS/ADVANCED PRELOADING TRYOUT, ETC).

31) MERCHANT TO PROVIDE TECHNICIAN FOR LOADING/DISCHARGING OF VEHICLES REQUIRING SPECIALIZED HANDLING.

32) IF TOWABLE, UNITS MUST HAVE THE APPROPRIATE HOOKUP.

33) VESSEL DELAY, LABOUR STAND-BY. AND ANY OTHER ADDITIONAL CHARGES RESULTING FROM CARGO NOT BEING READY TO LOAD/DISCHARGE WILL BE FOR ACCOUNT OF MERCHANT.

34) VEHICLE(S) AND ORIGINAL TITLE(S) SHOULD BE DELIVERED TO THE PORT OF LOADING FOR CUSTOMS CLEARANCE MINIMUM THREE BUSINESS DAYS PRIOR TO VESSEL ARRIVAL.

35) VEHICLES/TRAILERS NEW OR USED ARE RECEIVED BY ARRC WITHOUT TECHNICAL INSPECTION AND WITHOUT CHECKING EQUIPMENT AND ACCESSORIES INSIDE OR OUTSIDE AND ANY LOOSE ITEMS INSIDE VEHICLES/TRAILERS; THEREFORE, CARRIER, SHIPOWNER, STEVEDORE AND TERMINAL OPERATORS ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE OF WHATEVER CAUSE AND WITHOUT LIABILITY AS TO CONDITION OF VEHICLES/TRAILERS PACKAGING TERMS

36) CARGO IS TO BE PROPERLY PACKAGED TO WITHSTAND THE FORCES OF BOTH LAND AND SEA TRANSPORTATION.

37) ALL PIECES OF YOUR SHIPMENT MUST HAVE VISIBLY MARKED: 1/ BOOKING NUMBER, PIECE NUMBER/ TOTAL QUANTITY, CONSIGNEES NAME, DESTINATION; 2/ WEIGHT AND DIMENSIONS OF THE PIECE; 3/ CENTER OF GRAVITY; 4/ LIFTING POINTS; 5/SPECIAL MARKS (E.G. FRAGILE, STORAGE REQUIREMENTS, THIS SIDE UP, ETC.); 6/ LASHING POINTS. CARRIER IS NOT RESPONSIBLE FOR ANY CHARGES/PENALTIES/DELAYS/DAMAGES DUE TO THIS NOT BEING DONE. PROPER TREATING AND MARKING OF NON-MANUFACTURED (SOLID) WOOD PACKING MATERIAL (NMWP) AND DUNNAGE FOR USA/CANADA BOUND SHIPMENTS

38) ALL NEW OR USED, SOLID NON-MANUFACTURED WOOD PACKING MATERIAL OR DUNNAGE USED BY MERCHANTS MUST BE TREATED AND MARKED AS PER THE COMMISSION ON PHYTOSANITARY (CPM) MEASURES ADOPTED BY ISPM 15 GUIDELINES FOR REGULATING WOOD PACKAGING MATERIAL IN INTERNATIONAL TRADE:

[https://www.ippc.int/static/media/files/publication/en/2017/02/ISPM\\_15\\_ED\\_En\\_2017-02-10.pdf](https://www.ippc.int/static/media/files/publication/en/2017/02/ISPM_15_ED_En_2017-02-10.pdf)

ANY EXPENSE INVOLVED WITH CARRIER'S HANDLING OF SHIPMENTS THAT DO NOT COMPLY WITH THE IPPC GUIDELINES (INCLUDING BUT NOT LIMITED TO DEMURRAGE, DETENTION, STORAGE, HANDLING, INLAND TRANSPORTATION, UNLOADING, STUFFING AND RESTUFFING OF CONTAINERS, AND ADDITIONAL EQUIPMENT COSTS, ANY PENALTIES/FINES FROM CBP/USDA OR OTHER LOCAL GOVERNMENT AGENCIES) WILL BE FOR THE JOINT AND SEVERAL ACCOUNT OF THE SHIPPER, CONSIGNEE, AND CARGO OWNER. IN ADDITION, THE MERCHANT, AT ITS EXPENSE, SHALL ARRANGE (SUBJECT TO APPROVAL FROM GOVERNMENT AGENCY) THE HEAT TREATMENT OR OTHER TREATMENT OF THE NON COMPLIANT WOOD PACKAGING MATERIAL OR DUNNAGE TO COMPLY WITH THE REGULATIONS. ANY EXPENSE REFERRED TO IN THIS PARAGRAPH SHALL BE PAID TO THE CARRIER BEFORE RELEASE OF THE CARGO TO THE CONSIGNEE

#### HAZARDOUS CARGO TERMS

39) LOCAL REGULATIONS AT PORT OF ST. PETERSBURG REQUIRE DANGEROUS GOODS OF IMO CL 2,3,4,5,6,7 TO BE DISCHARGED DIRECTLY FROM VESSEL TO TRUCK/RAIL AND SPECIAL ARRANGEMENTS MUST BE MADE WITH LOCAL AUTHORITIES, PARTY REQUIRED TO MAKE THESE ARRANGEMENTS SHALL PROVIDE CARRIER WITH WRITTEN CONFIRMATION THAT SUCH ARRANGEMENTS HAVE BEEN MADE 3 WORKING DAYS BEFORE THE VESSEL'S SCHEDULED ARRIVAL TO PORT OF DISCHARGE. ALL DAMAGES, FINES, PENALTIES, VESSEL DEMURRAGE/DETENTION OR LOST PROFIT RESULTING FROM FAILURE TO MAKE RESPECTIVE ARRANGEMENTS FOR DIRECT DISCHARGING WITH LOCAL AUTHORITIES SHALL BE FOR THE ACCOUNT OF THE PARTY REQUIRED TO PROVIDE SAME

40) ALL CARRIER OWNED CONTAINERS NEED TO BE CLEARED OF ANY RADIOACTIVE MATERIAL INCLUDING BUT NOT LIMITED TO DUNNAGE, PAPER, NAILS, PLACARDS, ETC. PRIOR TO RETURNING TO FACILITY APPOINTED BY ARRC. FAILURE TO DO SO WILL RESULT IN ADDITIONAL CHARGES RELATED TO THE COST OF CLEANING THE CONTAINERS AND PENALTIES FROM THE RESPECTIVE AUTHORITIES.

41) CARGO MUST AT ALL TIMES BE ACCOMPANIED BY PROPER DANGEROUS GOODS DECLARATION, SHIPPING DOCUMENT, OUTLINING NATURE OF CARGO AND COMPLETE DESCRIPTION OF ALL DANGEROUS GOODS IN THE SHIPMENT, AS REQUIRED BY APPLICABLE STATUTORY OR PORT LAWS/REGULATIONS.

ON-CARRIAGE IN USA

42) UNLESS OTHERWISE SPECIFIED IN THE BOOKING NOTE THE RATES FOR CARGO BOOKED WITH ON-CARRIAGE IN USA DO NOT INCLUDE CUSTOMS CLEARANCE OR IN BOND DRAY AND ARE FOR CARGO BEING CUSTOMS CLEARED AT PORT OF DISCHARGE.

ON-CARRIAGE IN CIS

43) UNLESS OTHERWISE SPECIFIED IN THE BOOKING NOTE THE RATES FOR CARGO BOOKED WITH ON-CARRIAGE IN CIS ARE FOR CARGO MOVING IN TRANSIT.

44) FOR CARGO BOOKED WITH ON-CARRIAGE IN CIS FULL CONTACT DETAILS OF THE CONSIGNEE INCLUDING PHONE/FAX NUMBER AND PERSON IN CHARGE MUST BE PROVIDED 2 WORKING DAYS PRIOR TO VESSEL SAILING.

45) THE FOLLOWING PAPERWORK NEEDS TO BE PROVIDED BY THE CONSIGNEE 5 WORKING DAYS PRIOR TO SHIP'S ARRIVAL TO PORT OF DISCHARGE:  
= POWER OF ATTORNEY ENTITLING OUR AGENT TO PERFORM ON-FORWARDING FOR THE CARGO (FROM THE CONSIGNEE OR THE SHIPPER);  
= ORIGINAL (OR COPY) COMMERCIAL INVOICE/PACKING LIST, INCLUDING NET/GROSS WEIGHTS AND HARMONIZED CODES (TNVED) OF GOODS;  
= INSTRUCTION FOR RAIL DELIVERY AND CONSIGNEE'S CODE (FOR RAIL SHIPMENT);  
= COPIES OF STATE REGISTRATION DOCUMENTS FOR CONSIGNEE;  
= OTHER DOCUMENTS AS MAY BE REQUIRED BY LOCAL REGULATIONS AT TIME OF SHIPMENT.

46) ANY EXPENSES, INCLUDING BUT NOT LIMITED TO STORAGE, FINES, CUSTOMS FEES ARISING FROM UNTIMELY PROVISION OF REQUIRED INFORMATION/DOCUMENTATION WILL BE FOR ACCOUNT OF MERCHANT.

47) THIS DOCUMENT AND THE INFORMATION IN IT ARE CONFIDENTIAL AND MUST NOT BE SHARED WITH A THIRD PARTY UNLESS DISCLOSURE IS REQUIRED PURSUANT TO (I) A VALID COURT ORDER OR ORDER OR DIRECTION OF OTHER GOVERNMENTAL AUTHORITY HAVING JURISDICTION; (II) TO ESTABLISH OR ENFORCE A PARTY'S RIGHTS UNDER THE BOOKING NOTE; OR (III) AS OTHERWISE REQUIRED BY LAW OR TO ENSURE COMPLIANCE WITH LAW. IN THE CASE OF DISCLOSURE UNDER (I) OR (III), THE PARTY IN RECEIPT OF SUCH ORDER OR REQUIREMENT SHALL GIVE WRITTEN NOTICE TO THE OTHER PARTY PRIOR TO ANY DISCLOSURE AND SHALL MAKE A REASONABLE EFFORT TO OBTAIN, OR TO ASSIST IN OBTAINING, AN EXEMPTION FROM DISCLOSURE OR A PROTECTIVE ORDER, IF APPROPRIATE.

48) SANCTIONS

(A) FOR THE PURPOSES OF THIS CLAUSE:

"LAW(S)" MEANS ALL STATUTES, LAWS (INCLUDING COMMON LAW), CODES, ORDINANCES, REGULATIONS, RULES, ORDERS, JUDGEMENTS, ASSESSMENTS, AWARDS, POLICIES, DECISIONS OR ACTS OF ANY COMPETENT GOVERNMENT AUTHORITY.

"PERSON" MEANS AN INDIVIDUAL OR AN ENTITY.

"SANCTIONED ACTIVITY" MEANS ANY ACTIVITY, SERVICE, CARRIAGE, TRADE OR VOYAGE SUBJECT TO SANCTIONS IMPOSED BY A SANCTIONING AUTHORITY, WHETHER DIRECTLY OR INDIRECTLY, AND INCLUDING ANY ACTIVITY OR SERVICE BY A THIRD PARTY THAT IS ACCESSORY TO THE CONDUCT OF ANY ACTIVITY, SERVICE, CARRIAGE, TRADE OR VOYAGE BY CARRIER.

"SANCTIONING AUTHORITY" MEANS THE UNITED NATIONS, CANADA, EUROPEAN UNION, UNITED KINGDOM, UNITED STATES OF AMERICA AND ANY COMPETENT LEGISLATIVE, ADMINISTRATIVE, ENFORCEMENT OR OTHER AUTHORITY OF ANY OF THE FOREGOING.

"SANCTIONED CARGO" MEANS ANY CARGO, WITH RESPECT TO THAT CARGO'S VOYAGE, IN WHICH A SANCTIONED PARTY HAS AN INTEREST, THE LOADING, CARRIAGE, OR THE DISCHARGING OF WHICH IS SANCTIONED OR PROHIBITED BY ANY SANCTIONS LAWS.

"SANCTIONS LAWS" MEANS ALL LAWS RELATING TO ECONOMIC SANCTIONS AND/OR TRADE CONTROLS OR RESTRICTIONS ADMINISTERED OR ENFORCED BY ANY SANCTIONING AUTHORITY.

"SANCTIONED PARTY" MEANS ANY PERSON OR VESSEL DESIGNATED OR LISTED BY A SANCTIONING AUTHORITY, INCLUDING ANY PERSON OR VESSEL, DIRECTLY OR INDIRECTLY, OWNED (BY A 50% OR GREATER STAKE), CONTROLLED AS DEFINED UNDER APPLICABLE SANCTIONS LAWS OR OTHERWISE ACTING AT THE DIRECTION OF OR IN THE INTEREST OF A PERSON DESIGNATED OR LISTED BY A SANCTIONING AUTHORITY.

(B) MERCHANTS WILL FULLY COMPLY WITH ALL APPLICABLE SANCTIONS LAWS. MERCHANTS WARRANT THAT AT THE DATE OF THIS BOOKING NOTE AND THROUGHOUT ITS DURATION THEY ARE NOT A SANCTIONED PARTY AND THE GOODS ARE NOT SANCTIONED CARGO.

(C) IF AT ANY TIME ANY MERCHANT IS IN BREACH OF SUBCLAUSE (B) ABOVE THEN THE PARTY NOT IN BREACH MAY TERMINATE WITH IMMEDIATE EFFECT AND/OR CLAIM DAMAGES RESULTING FROM THE BREACH. CARRIER MAY ALSO TERMINATE THIS BOOKING NOTE, WITH IMMEDIATE EFFECT, WITHOUT ANY LIABILITY WHATSOEVER IF ANY MERCHANT OR THE ACTIONS OF ANY MERCHANT EXPOSE CARRIER TO RISK OF VIOLATION OF OR PENALTIES OR AN ENFORCEMENT ACTION UNDER APPLICABLE SANCTIONS LAWS.

(D) IF PERFORMANCE OF THIS BOOKING NOTE AT ANY TIME INVOLVES A SANCTIONED PARTY, SANCTIONED CARGO OR A SANCTIONED ACTIVITY, WHETHER DIRECTLY OR INDIRECTLY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS THAT MAY BE AVAILABLE IN SUBCLAUSE (C) ABOVE:

(I) IF LOADING HAS NOT COMMENCED, CARRIER MAY CANCEL THIS BOOKING NOTE; OR

(II) IF THE VOYAGE OR THE LOADING HAS COMMENCED, CARRIER MAY REFUSE TO PROCEED AND DISCHARGE ANY CARGO ALREADY LOADED AT ANY SAFE PORT OR PLACE OF THEIR CHOICE (INCLUDING THE PORT OR PLACE OF LOADING) IN COMPLETE FULFILMENT OF THIS BOOKING NOTE

(E) IF IN COMPLIANCE WITH SUBCLAUSE (D) ABOVE ANYTHING IS DONE OR NOT DONE, SUCH SHALL NOT BE DEEMED A DEVIATION, BUT SHALL BE CONSIDERED DUE FULFILMENT OF THIS BOOKING NOTE.

(F) MERCHANTS SHALL, JOINTLY AND SEVERALLY, INDEMNIFY CARRIER AGAINST ANY AND ALL CLAIMS BROUGHT BY THE OWNERS OF THE CARGO AND/OR THE HOLDERS OF BILLS OF LADING, WAYBILLS OR OTHER DOCUMENTS EVIDENCING CONTRACTS OF CARRIAGE AND/OR SUBCHARTERERS AGAINST CARRIER BY REASON OF CARRIER'S COMPLIANCE WITH SUCH ALTERNATIVE VOYAGE ORDERS OR DELIVERY OF THE CARGO IN ACCORDANCE WITH SUBCLAUSE (D) ABOVE, AS WELL AS AGAINST ANY AND ALL CLAIMS, FINES, PENALTIES, FEES, INCLUDING LEGAL FEES, BROUGHT OR ASSESSED AGAINST OR INCURRED BY CARRIER BY REASON OF ANY VIOLATION OF ANY SANCTIONS LAW BY ANY MERCHANT.

(G) MERCHANTS SHALL PROCURE THAT THIS CLAUSE SHALL BE INCORPORATED INTO ALL CHARTERS, SUB-CHARTERS AND BILLS OF LADING, WAYBILLS OR OTHER DOCUMENTS EVIDENCING CONTRACTS OF CARRIAGE ISSUED PURSUANT TO THIS BOOKING NOTE.

#### 49) JURISDICTION

FOR A SHIPMENT THAT HAS BEEN GOVERNED BY THE BILL OF LADING CONTRACT:

ANY DISPUTE OR CLAIM ARISING UNDER THIS BOOKING NOTE SHALL BE DECIDED EXCLUSIVELY BY ARBITRATION IN NEW YORK BEFORE A SINGLE ARBITRATOR PURSUANT TO THE RULES OF THE SOCIETY OF MARITIME ARBITRATORS IF NOT EXCEEDING \$50,000 , AND OTHERWISE EXCLUSIVELY BEFORE THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK ; OTHERWISE WHEN THE CANADIAN MARITIME LAW IS COMPULSORY APPLICABLE - UNDER THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURT OF CANADA

FOR A SHIPMENT THAT HAS BEEN GOVERNED BY THE SEAWAY BILL CONTRACT:

ALL DISPUTES ARISING UNDER THIS SEA WAYBILL BE BROUGHT EXCLUSIVELY BEFORE AND SHALL BE DETERMINED EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

50) NO FAILURE BY CARRIER TO INSIST UPON STRICT COMPLIANCE WITH ANY PROVISION OF THIS BOOKING NOTE OR TO ASSERT OR EXERCISE ANY RIGHT OR REMEDY THAT CARRIER MAY HAVE HEREUNDER SHALL BE DEEMED TO BE A WAIVER OF SUCH PROVISION OR ANY SUCH RIGHT OR REMEDY UNDER THIS BOOKING NOTE.