

NRA TERMS AND CONDITIONS
CARGO CONSOLIDATION CORP.
FMC NO. LICENSE NO. 016238N – FMC ORG NO. 000684

1. Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520,531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements (“NRAs”) and may also opt to utilize NVOCC Service Arrangement “NSA”). **NRA** means the written and binding arrangement between an NRA shipper or consignee 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 its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the **NRA** if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **‘THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT’**
2. The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee’s acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its Agent. NRAs can otherwise be amended by the Carrier before accepting another booking from Shipper and by the written acceptance of the quoted **NRA** amendment by the Shipper and/or by Shipper booking the cargo to the amended NRAs.
3. Pursuant to 46 C.F.R. §520.7(a)(3)(iv) Carrier hereby references the category of surcharges and other pass throughs contained in Vessel Operating Common Carriers’ governing tariffs which Carrier shall assess to shipper at cost per the underlying VOCC's governing tariff:
 - Bunker related charges, - Bunker Adjustment Factor (BAF), Inland Fuel Surcharge (IFS), Low Sulfur Fuel Surcharge (LSFS),
 - Security related charges
 - Origin Terminal Handling charges
 - Destination Terminal Handling charges
 - Destination Delivery Charge (DDC)
 - Peak Season Surcharges (PSS)
 - Specific trade related Surcharges
 - Marine Fuel Recovery Surcharge (MFR) and IMO 2020 Transition Charge (ITC)
 - Regional Terminal Handling- and Security Charges
 - Shipping Guarantee Fees
 - Ship Green Fees
 - Emission Allowance Surcharge (ETS) / EU Emission Trading System

- Currency Adjustment Factors (CAF)
 - All Other Surcharges Not Included Herein which are Imposed from Time to Time
 - All Third-Party Surcharges Imposed on Vessel Operating Common Carriers from Time to Time
4. Pursuant to 46 C.F.R. §520.7(h) Carrier hereby references the category of surcharges and other pass throughs contained in Vessel Operating Common Carriers' ("VOCC") governing tariffs relating to charges assessed by unrelated outside entities to the VOCC which Carrier shall assess to shipper at cost per the underlying VOCC's governing tariff:
 - All Red Sea and other Canal and Waterway Charges Imposed on VOCC and Passed on to NVOCCs, i.e., Panama Canal Charges, Suez Canal, Kiel Canal, and White Sea-Baltic Sea Canal:
 5. Pursuant to 46 C.F.R. § 532.5(d)(2) and 46 C.F.R. § 520.7(a)(3)(iv), an NVOCC may pass through to its Shippers VOCC **General Rate Increases ("GRIs")** to apply to an NRA, NSA, or to transport pursuant to tariff published rates.
 6. Ocean Carriers whose vessels will be traveling through designated Emission Control Areas (ECA), which may also be designated as China's Emission Control Areas, or by other designations, will be required to use fuel with sulfur content of 0.1% or less, a substantial decrease from the 1.0% concentration fuel currently used in maritime shipping. As a result, Ocean Carriers shall be assessing a low sulfur surcharge which shall be a pass-through for the account of the cargo.
 7. Rates are subject to availability of equipment and space.
 8. If not mentioned otherwise the quotation is not valid for any hazardous materials, personal effects, overweight and/or oversized shipments and any goods that are subject to FDA, USDA and/or other local government regulations.
 9. Ocean Carriers are imposing substantial penalties with regard to acts with respect to the transportation of hazardous cargo commencing after full container gate-in at origin until delivered to the consignee at destination as provided in Carrier's Rules Tariff Rule 16 at www.hartrodt.com/conditions/countries/usa. The penalties imposed by the Ocean Carriers are subject to substantial fines. These penalties relate to the mis-declaration and/or non-declaration of dangerous goods and can include the designation of cargo as dangerous goods, when, in fact, the goods shippers are not hazmat. Shipper may be responsible for these penalties as provided in the above cited Tariff Rule.
 10. Not included in the NRA are any premiums for transport insurance, which can be arranged upon written request, or any unexpected charges such as detention/demurrage, customs inspections or any other fees and services not listed.
 11. Foreign currencies are subject to conversion risk fee of 5% and any outlaid duty amounts, or other government fees are subject to disbursement fee of 3%.

12. Carrier Rules Tariff is provided free of charge at:
<https://www.hartrodt.com/conditions/countries/usa>.

• ALL BUSINESS UNDERTAKEN TO TERMS & CONDITIONS AS RECOMMENDED BY THE NATIONAL CUSTOMS BROKERS AND FORWARDERS ASSOCIATION OF AMERICA, INC. TEXT AVAILABLE UPON REQUEST