

KBX LOGISTICS, LLC
TARIFF NO. 026976-001

ORIGINAL TITLE PAGE

FMC Org. No.: 033386
Non-Vessel Operating Common Carrier

Effective Date: 15FEB2018
Published Date: 15FEB2018
Expiration Date: NONE

Controlled Carrier Status: NONE

TITLE PAGE

TARIFF NO. 026976-001
NRA 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
WORLD PORTS AND POINTS
(AS SPECIFIED IN RULE 1-A)

KBX LOGISTICS, LLC is a Federal Maritime Commission licensed NVOCC operating under FMC License No. 026976NF and Organization No. 026976.

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”).

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee 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).

Carrier may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject to the NRA, and Shipper or Consignee must respond in writing by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo. Carrier’s or Carrier’s agent’s receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by Shipper or Consignee to accept the offer does not contain the legal name and address of the Shipper or Consignee and, if applicable, its affiliates agreeing to the NRA, the Shipper or Consignee must provide such legal name and address by separate writing which shall be part of the NRA.

All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

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TARIFF DETAILS

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CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

NUMBER: 026976
NAME: KBX LOGISTICS, LLC
TRADE NAME: NONE
TYPE: NON-VESSEL OPERATING COMMON CARRIER
HDQ. COUNTRY: United States
HOME OFFICE: WICHITA, KS
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Tariff Rule Information

FMC ORG. NO. 033386: KBX LOGISTICS, LLC
NRA RULES TARIFF NO. 026976-001- Between (US and World)
AMENDMENT NO.: 0
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FMC ORG. NO. 0033386 KBX LOGISTICS, LLC
NRA RULES TARIFF NO. 026976-001- Between (US and World)
AMENDMENT NO. 0
Rule 1: Scope

Effective: 15FEB2018 Expire Date: NONE Published: 15FEB2018

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

U.S. ATLANTIC BASE PORTS (ACBP)

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

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

Houston, TX
Galveston, TX
New Orleans, LA
Tampa, FL
Mobile, AL

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

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

GREAT LAKES BASE PORTS

Includes Chicago, IL

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 Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service. Intermodal Rates will be shown as single-factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

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FMC ORG. NO. 033386 KBX LOGISTICS, LLC
NRA RULES TARIFF NO. 026976-001 - Between (US and World)
AMENDMENT NO. 0
Rule 1-A: World Ports and Points

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Except as otherwise provided herein, this tariff provides rules and regulations for transportation service between USA Ports and Points, and Worldwide Ports and Points

AFGHANISTAN	CHAD	FRENCH	JOHNSTON ATOLL
ALBANIA	CHILE	SOUTHERN AND	JORDAN
ALGERIA	CHINA	ANTARCTIC	JUAN DE NOVA
AMERICAN	CHRISTMAS	GABON	ISLAND
SAMOA	ISLAND	GAMBIA THE	KENYA
ANDORRA	CLIPPERTON	GAZA STRIP	KINGMAN REEF
ANGOLA	ISLAND	GERMANY	KIRIBATI
ANGUILLA	COCOS (KEELING)	GHANA	SOUTH KOREA
ANTARCTICA	ISLANDS	GIBRALTAR	KUWAIT
ANTIGUA AND	COLOMBIA	GLORIOSO	LAOS
BARBUDA	COMOROS	ISLANDS	LEBANON
ARGENTINA	CONGO	GREECE	LESOTHO
ARUBA	COOK ISLANDS	GREENLAND	LIBERIA
ASHMORE AND	CORAL SEA	GRENADA	LIBYA
CARTIER ISLANDS	ISLANDS	GUADELOUPE	LIECHTENSTEIN
AUSTRALIA	COSTA RICA	GUAM	LUXEMBOURG
AUSTRIA	CUBA	GUATEMALA	MACAU
BAHAMAS THE	CYPRUS	GUERNSEY	MADAGASCAR
BAHRAIN	CZECHOSLOVAKI	GUINEA	MALAWI
BAKER ISLAND	A	GUINEA BISSAU	MALAYSIA
BANGLADESH	DENMARK	GUYANA	MALDIVES
BARBADOS	DJIBOUTI	HAITI	MALI
BASSAS DA INDIA	DOMINICA	HEARD ISLAND	MALTA
BELGIUM	DOMINICAN	AND MCDONALD	MAN ISLE OF
BELIZE	REPUBLIC	ISLA	MARSHALL
BENIN	ECUADOR	HONDURAS	ISLANDS
BERMUDA	EGYPT	HONG KONG	MARTINIQUE
BHUTAN	EL SALVADOR	HOWLAND	MAURITANIA
BOLIVIA	EQUATORIAL	ISLAND	MAURITIUS
BOTSWANA	GUINEA	HUNGARY	MAYOTTE
BOUVET ISLAND	ETHIOPIA	ICELAND	MEXICO
BRAZIL	EUROPA ISLAND	INDIA	MIDWAY ISLANDS
BRITISH VIRGIN	FALKLAND	INDONESIA	MONACO
ISLANDS	ISLANDS (ISLAS	IRAN	MONGOLIA
BRUNEI	MALVIN	IRAQ	MONTSERRAT
BULGARIA	FAROE ISLANDS	IRAQ SAUDI	MOROCCO
BURKINA	FEDERATED	ARABIA NEUTRAL	MOZAMBIQUE
BURMA	STATES OF	ZONE	NAMIBIA
BURUNDI	MICRONESIA	IRELAND	NAURU
CAMBODIA	FIJI	ISRAEL	NAVASSA ISLAND
CAMEROON	FINLAND	ITALY	NEPAL
CANADA	FRANCE	IVORY COAST	NETHERLANDS
CAPE VERDE	FRENCH GUIANA	JAMAICA	NETHERLANDS
CAYMAN ISLANDS	FRENCH	JAN MAYEN	ANTILLES
CENTRAL	POLYNESIA	JAPAN	NEW CALEDONIA
AFRICAN		JARVIS ISLAND	NEW ZEALAND
REPUBLIC		JERSEY	NICARAGUA

C. METHODS OF PAYMENT

Payment for freight or any other 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. Unless otherwise agreed in an NRA, when freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Bill of Lading by the Carrier to the Shipper or its duly authorized licensed freight forwarder or agent acting in its behalf.

2. All prepaid freight charges shall be paid in U.S. dollars.

E. FREIGHT COLLECT

All freight and other charges that 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.

G. FREIGHT CHARGES: Freight charges must be paid to the Carrier before release of the cargo, unless prior arrangement to the contrary has been made with the Carrier. In the event the Merchant, Shipper, consignee or its agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Merchant, Shipper and Consignee jointly and severally guarantee and remain liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.

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Tariff Rule Information

FMC ORG. NO. 033386:	KBX LOGISTICS, LLC NRA RULES TARIFF NO. 026976-001 - Between (US and World) AMENDMENT NO. 0
Rule 8:	Bill(s) of Lading Terms and Conditions

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A copy of Terms and Conditions in Carrier's Bill of lading are provided below:

COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

(1) CLAUSEPARAMOUNT:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other countries shall be governed by the law of any such country making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

(2) DEFINITIONS:

2.1 "Vessel" means the intended ocean vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and also includes any other vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

2.2 "Carrier" means KBX LOGISTICS, LLC, acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 U.S.C. § 40102 (16) (A) and (B).

2.3 "Merchant" means any Person or entity that at any time, in relation to the Goods, has been or becomes the

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or forward the Goods, it is agreed that it shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the ship howsoever given, by any actual or purported government or public authority, or by any committee or Person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

(6) BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the Goods occurring between the time when it takes the Goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

6.2 If it is established that the loss of or damage to the Goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if it is established that the loss or damage to the Goods occurred during carriage by land in the United States, liability shall be governed by the provisions of Section 7.4 of this Bill of Lading.

6.4 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proven where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

- (a) cannot be departed from by private contract to the detriment of Merchant, and
- (b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
- (c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount set forth in Section 7.4 of this Bill of Lading.

6.5 If it cannot be determined when the loss of or damage to the Goods occurred, it shall be presumed that such loss or damage occurred during sea carriage and liability shall be governed as provided in Section 6.2 above.

6.6 Carrier does not undertake that the Goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

6.7 Notwithstanding anything herein, Carrier shall not be liable for any loss or damage arising from:

- (a) an act or omission of Merchant or Person other than Carrier acting on behalf of Merchant from whom Carrier took the Goods in charge,
- (b) compliance with the instructions of any Person authorized to give them,
- (c) handling, loading, stowage or unloading of the Goods by or on behalf of Merchant,
- (d) inherent vice of the Goods,
- (e) lack or insufficiency of or defective condition of packing in the case of Goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- (f) insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads,
- (g) fire, unless caused by actual fault or privity of Carrier,
- (h) any cause or event which Carrier could not avoid and the consequences of which it could not prevent by the exercise of due diligence.

6.8 When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

6.9 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the Goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Notwithstanding anything herein, unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to Goods shall in no case exceed the amount of US \$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US \$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US \$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the Person entitled to make the claim. Carrier shall have the option of replacing lost Goods or repairing damaged Goods.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the Goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the Goods is less than US \$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 On shipments involving carriage by land in the United States, and for liabilities determined pursuant to Section 6.4(c) of this Bill of Lading, loss of or damage to Goods shall be limited to US \$.50 per pound of Goods lost or damaged, unless a higher value is declared by Shipper and a supplementary charge paid.

7.5 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including Goods having particular value only for Merchant, unless the true nature and value of the Goods have been declared in writing by Merchant before receipt of the Goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

7.6 Carrier will not arrange for insurance on the Goods except upon express instructions from the Shipper and/or Consignor and then only at Shipper's or Consignor's, as applicable, expense and presentation of a declaration of value for insurance purposes prior to shipment.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS:

Carrier is responsible for transmitting information to U.S. Customs prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant. Merchant warrants to Carrier that all particulars of the Goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

(9) CARRIER'S CONTAINERS:

If Goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or its agents. Merchant indemnifies Carrier for any damage or injury to Persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT:

If Carrier receives the Goods already packed into containers:

1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth herein and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;
2. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;
3. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and
4. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and
5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of there being sound and suitable for use.

(11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the Goods with reasonable specificity as well as the names and addresses of the Shippers and Consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the Goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods.

11.3 If the Goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Vessel, or other cargo, Carrier may dispose of the Goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO:

Carrier has the right to carry the Goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and Goods so carried shall constitute under deck stowage for all purposes including General Average. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the Vessel's unseaworthiness.

(13) HEAVY LIFT:

13.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the Goods, Persons or property, and Merchant shall be liable for any loss of or damage to Persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations that may be applicable during the carriage concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this provision.

(14) DELIVERY:

Carrier shall have the right to deliver the Goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any Person authorized by Merchant to receive the Goods, or in any manner or to any other Person in accordance with the custom and usage of the port of discharge or place of delivery. If Goods should remain in Carrier's custody after discharge from the Vessel and possession is not

taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(15) NOTICE OF CLAIM:

Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(16) FREIGHT AND CHARGES:

16.1 Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant, which shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by it at the time of receipt of the Goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, Merchant shall be liable for and bound to pay to Carrier:

- (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus
- (b) expenses incurred in determining the correct details, plus
- (c) as liquidated and ascertained damages, an additional sum equal to the correct freight.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff or pursuant to a negotiated rate agreement or NVOCC service arrangement.

16.2 Freight shall be deemed earned on receipt of Goods by Carrier, the Goods lost or not lost, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and other charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

16.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and other charges on the Goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the Goods or their containers by third parties.

16.4 The shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any Person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a factor or lender shall be jointly and severally liable to Carrier for the payment of all freight and other charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this Bill of Lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

16.5 The shipper, consignor, consignee, exporter, importer, the holder of the Bill of Lading and/or the receiver or the owner of the Goods, any Person entitled to possession of the Goods, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above-mentioned Persons, including a factor or lender shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(17) LIEN:

The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or in route, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. The Carrier's general lien shall be in addition to any other rights the Carrier has or may acquire under other agreements and/or applicable law, and Carrier's general lien shall survive delivery or release of any specific property of the shipper, consignee and merchant as defined in Carrier's bill of lading.

(18) WAREHOUSEMAN LIEN:

If Goods go into demurrage, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

(19) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to Goods unless suit is brought within 9 months after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

(20) LAW AND JURISDICTION:

Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York, which shall have exclusive jurisdiction. The Carrier shall be entitled to avail itself of all the terms and conditions of onward carriers, including such carriers' forum selection and limits of liability. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over Merchant.

(21) GENERAL AVERAGE:

21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

21.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the Goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.

(22) BOTH-TO-BLAME COLLISION CLAUSE:

If the Vessel comes into collision with another vessel as a result of negligence of the other vessel and/or any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or its owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or its owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(23) CARRIERS' TARIFFS:

The Goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) published by Carrier pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency

which governs a particular portion of the carriage and such terms and conditions are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents or Carrier's web-site. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail, with the exception that any regulations relating to Negotiated Rate Arrangements ("NRA") contained in Carrier's Rules Tariff, the NRA regulations shall prevail.

(24) PERISHABLE CARGO:

24.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.

24.2 Merchant undertakes not to tender for transportation any Goods which require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the Goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the Goods by Carrier.

24.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

24.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

(25) SEVERABILITY:

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as is such invalid or unenforceable provisions were not contained herein

(26) VARIATION OF THE CONTRACT:

No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

(27) SURRENDER AND NEGOTIABILITY OF BILL OF LADING:

This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

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Tariff Rule Information

FMC ORG. NO. 033386:	KBX LOGISTICS, LLC NRA RULES TARIFF NO. 026976-001- Between (US and World) AMENDMENT NO. 0
Rule 9:	Freight Forwarder Compensation

Effective: 15FEB2018

Expire Date: NONE

Published: 15FEB2018

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

PERSON – means any natural person, limited liability company, corporation, association, partnership, joint venture, trust, enterprise, entity or organization.

PUBLISHING CARRIER - means KBX LLC, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC License No. 026976NF.

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.

SHIPPER - means a cargo owner, the Person for whose account the ocean transportation is provided, the Person to whom delivery is to be made, a shippers' association, or non-vessel-operating common carrier that accepts responsibility for payment of all charges applicable under the tariff or service contract.

STUFFING - UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from Carrier's containers.

UNPACKING - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

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Tariff Rule Information

FMC ORG. NO. 033386: KBX LOGISTICS, LLC
 NRA RULES TARIFF NO. 026976-001- Between (US and World)
 AMENDMENT NO. 0

Rule 29: Abbreviations, Codes & Symbols

Effective: 15FEB2018

Expire Date: NONE

Published: 15FEB2018

EXPLANATION OF ABBREVIATIONS

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

USD United States Dollars VOL Volume
 VEN Ventilated W Weight
 VIZ Namely W/M Weight/Measure
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Tariff Rule Information

FMC ORG. NO. 033386: KBX LOGISTICS, LLC
 NRA RULES TARIFF NO. 026976-001- Between (US and World)
 AMENDMENT NO. 0
 Rule 30: Access to Tariff Information

Effective: 15FEB2018 **Expire Date: NONE** **Published: 15FEB2018**

This tariff is published on the Internet web-site of KBX LOGISTICS, LLC at: <https://kbx.com/tariff> Interested parties should contact: Katherine Pauly by email at: Katherine.pauly@kbx.com concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

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Tariff Rule Information

FMC ORG. NO. 033386: KBX LOGISTICS, LLC
 NRA RULES TARIFF NO. 026976-001- Between (US and World)
 AMENDMENT NO. 0
 Rule 31-200: Reserved for Future Use

Effective: 15FEB2018 **Expire Date: NONE** **Published: 15FEB2018**

Rules 31-200 reserved for future use.

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Tariff Rule Information

FMC Org. Np.: 033386: KBX LOGISTICS, LLC
 NRA RULES TARIFF NO. 026976-001
 AMENDMENT NO. 0
 Rule 201: NVOCC Service Arrangement (NSA)
 Essential Terms (ET)

Effective: 15FEB2018 **Expire Date: NONE** **Published: 15FEB2018**

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

NSA – ET NO.	DURATION	COMMODITY	SCOPE	MQC

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End of Rule Text

 HISTORICAL TARIFF DATA