

FMC No. 019104
NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: MARCH 20, 2024
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CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF No. 101
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD PORTS AND POINTS

FUTURE FORWARDING COMPANY is a licensed Non-Vessel Operating Common Carrier (“NVOCC”) by the Federal Maritime Commission (“FMC”), operating under FMC organization number 019104 and license number 019104NF.

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 (“NSAs”).

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.”** 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 (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo. Service under an NRA is subject to this rules tariff unless otherwise indicated.

An NSA is a written contract, between Customer and Carrier, in which Customer makes a commitment to provide a certain minimum quantity or portion of cargo or freight revenue over a fixed time period, and Carrier commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party. Please note that NSAs must have a minimum volume, a fixed time period, agreed rates and a defined service level. NSA can contain provisions in the event of non-performance, such as liquidated damages, if Customer fails to meet a minimum volume commitment NSAs must be agreed in writing between the Carrier and Customer. NSAs can be amended by mutual agreement. Service under an NSA is subject to this rules tariff unless otherwise indicated.

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Tariff Rule Information

TARIFF DETAILS

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ORGANIZATION INFORMATION

ORG NUMBER: **019104**
NAME: **FUTURE FORWARDING COMPANY**
TRADE NAME:
TYPE: NON-VESSEL OPERATING COMMON CARRIER
HDQ. COUNTRY: USA

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FUTURE FORWARDING COMPANY

NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. 0

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Rule 1

Scope

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Rules, Provisions, Terms and Conditions, and Rates named in this Tariff apply on General Cargo transported pursuant to an effective NRA or NSA FROM/TO all United States Atlantic, Gulf Coast, Pacific and Great Lake Ports, U.S. Territories and Possessions and U.S. Inland Points TO/FROM all Worldwide Ports and Points.”

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 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. Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual NRA or NSA of this tariff. Intermodal rates will apply from points between the U.S. and worldwide destinations.

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Rule 2A

Application of NRA or NSA Rates and Charges

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1. NRAs and NSAs are stated in terms of U.S. Currency and or local currencies, as applicable, 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 or WM 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 and NSAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs or NSAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA or NSA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee'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. 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. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

4. NRAs and NSAs do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

6. Unless otherwise specified, when NRAs or NSAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

7. The NRA or NSA rates shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, rates published in the applicable NRA or NSA apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S., Refrigerated Cargo, N.O.S. rate will apply. Wherever rates are provided for articles named herein, the same rate will also be applicable to articles where so described in the Bill of Lading, except where specific rates are provided for such parts.

9. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of any circumstances beyond the reasonable control of that party, including, without limitation, natural disasters, weather events or other such acts of god, or war, hostilities, warlike operations, embargoes, blockades, acts of terrorism, piracy, cyberattacks, information security related threats, pandemics, epidemic, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations and the Shipping Act of 1984, as amended."

10. All port or terminal storage, and chassis charges will be for the account of the shipper or consignee and will be billed as per outlay.

11. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo and will be billed as per outlay. 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.

12. NRA and NSA rates do not apply to special container equipment, oversized, perishable, high value, or personal effect shipments, unless otherwise specified.

13. All rates quoted in a foreign currency are based on the Rate of Exchange on the date quoted and are subject to change.

14. FCL and LCL Pick-up/delivery charges are based on live loads/unloads at the place of receipt/delivery which includes one hour waiting time. Any additional waiting time thereafter will be billed as per outlay.

15. Standard LCL trucking rates are based on a volume ration of 1:3 (i.e., 1 cbm = 333 kg) unless otherwise specified.

16. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

17. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained in this tariff.

Container Yard (Y)

The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S)

The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

Ocean Port rates published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIFI Service, from Asia to USA

The term RIFI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

18. LIMITATION OF SERVICE

A prior booking is required for all shipment. The Carrier is not obligated under these rules to transport goods for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the absolute judgment of the Carrier. Nothing in these rules, NRAs or NSAs will be construed as to create any obligation for the Carrier to institute or maintain any services from or to any places.

19. CUSTOMS CLEARANCE

Goods not cleared through Customs for any reason may be turned over to CBP without any further responsibility on part of Carrier.

20. 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.

21. SHIPPER'S LOAD, STOWAGE, COUNT AND SEAL. Where containers are loaded and sealed by Shipper or its agent, Carrier will accept such shipments subject to "Shipper's Load, Stowage, Count and Seal" and the Bill of Lading/Waybill will be notated accordingly and Carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles. Shipper must furnish Carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container. Carrier reserves the right to open and inspect the contents of a container and Carrier will so indicate on the Bill of Lading/Waybill and reseal the container. When containers loaded with goods moving subject to Shipper's Load, Stowage, Count and Seal are delivered to Consignee or its agent, Consignee or its agent must furnish Carrier with a claim-free receipt prior to release of container or contents for delivery.

22. SHIPPER SUPPLIED INFORMATION FOR SUBMISSION TO CBP. Carrier participates in the CBP Automated Commercial Environment (ACE) and takes responsibility for filing Cargo Declarations with CBP Ocean ACE e-manifest (M1) by directly transmitting data to and receiving data from CBP for all ocean shipments to the United States, no later than 24 hours prior to vessel loading in accordance with CBP regulations. In doing so, Carrier must rely on its Shippers or Consignees, or both, for critical information it submits in the Cargo Declarations including, without limitation, precise description of goods, marks and numbers, numbers and quantities of the lowest external packaging unit, weights, the Shipper's, Consignee's and notify party's complete name and address, hazardous materials codes (UN No.) and flashpoint (if applicable), and container seal numbers no later than 72 hours prior to vessel loading. By using Carrier's services, Shippers and Consignees agree to provide Carrier with true and accurate information for submission to CBP.

23. MARKING OF FREIGHT.

- a) Each single carton, package or other separate articles MUST be plainly and durably marked with the name and address of the Shipper and the name and address of the Consignee.
- b) Export marks may be used as marking identification in lieu of names and addresses, provided such marks can be readily matched with the descriptions shown on the dock receipt and other papers accompanying the shipment.
- c) The Shipper will be liable and solely responsible for any loss, damage, misrouting or other problems resulting from non-compliance with Paragraphs A and B of this rule.

24. PACKAGING REQUIREMENTS

- a) Where packing requirements are specified, the rate will only apply when the commodity is tendered in the packing specified.
- b) Where no package specifications are prescribed in the individual items, the goods will be accepted in any package which, in the judgment of the Carrier, adequately protects the goods from any damage in ordinary handling, stowage and transport.

25. Demurrage and/or detention charges will be for the account of Customer.

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019104 FUTURE FORWARDING COMPANY
NRA RULES TARIFF NO. 101 - Between (US and World)
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Rule 2-010: Diversion/Redirection of Cargo

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When cargo is diverted to a port or point other than the Bill of Lading port or point, out of necessity of the vessel operator, or at the request of shipper or consignee, a charge of USD 500/per Bill of Lading plus actual cost will be assessed.

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Rule 2-020: Shipper Furnished Containers

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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 by 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 rates, rules and regulations of this tariff.
- D. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

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Rule 2-030: Security Fees

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Security Fees may be applicable on shipments and identified in each individual NRA or NSA.

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Rule 2-040: Restricted Articles

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Except as otherwise provided, the following articles will not be accepted for transportation:

1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or cargo.
3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided, postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
4. Corpses or cremated remains.
5. Animals, birds, fish, livestock.
6. Eggs, viz: Hatching.
7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
8. Silver articles or ware, sterling.
9. Except as otherwise provided herein or in tariffs making reference hereto, 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 reasonably necessary for protection and safe transportation.

10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in Carrier's judgment be safely stowed wholly within the trailer or containers dimensions.

11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.

12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

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Rule 2-050: Freight All Kinds (FAK)

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Unless otherwise provided herein, any cargo described as "Freight All Kind" shall consist of a minimum of two different commodities. Further restrictions to the items shall be contained in the NRA or NSA.

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Rule 2-060: DOCUMENTATION FEE

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

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Rule 2-070: AMS PROCESSING FEE

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Except as otherwise noted in each individual NRA or NSA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

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Rule 2-080 SUBMISSION OF CARGO DECLARATION DATA

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME.

Pursuant to Customs regulations effective December 2, 2002, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs and Border Protection not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs and Border Protection at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

1. 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 (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs and Border Protection upon implementation of the Automated Commercial Environment ('ACE').

3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

4. Internationally recognized hazardous material code when such materials are being shipped.

5. Seal numbers for all seals affixed to the container.

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER.

Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transshipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

C. 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 Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs and Border Protection in accordance with U.S. Customs and Border Protection regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the U.S. Customs and Border Protection shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs and Border Protection in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the U.S. Customs and Border Protection, 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 and Border Protection but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the U.S. Customs and Border Protection, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs and Border Protection for all cargo to be loaded on its vessel within the time period required by U.S. Customs and Border Protection regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs and Border Protection (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 reasonable attorneys' fees and expenses) incurred in connection with such legal action.

E. INDEMNIFICATION OF CARRIER.

If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs and Border Protection in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. 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

019104	FUTURE FORWARDING COMPANY NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. 0	
Rule 2-090:	Cargo Roll-Over Fee

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Carrier will require complete and accurate shipping instructions by the "Document Due by Date" mentioned on the NRA, NSA, or Booking Confirmation / Rate Confirmation document. If not received by the "Document Due By date", cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shipper's/Owner's Account.

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Tariff Rule Information

019104 FUTURE FORWARDING COMPANY
NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 3: Rate Applicability Rule

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

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

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Tariff Rule Information

019104 FUTURE FORWARDING COMPANY
NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 4: Heavy Lift

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Any Heavy Lift charges assessed shall be identified in each individual NRA or NSA, and shall apply to the account of the cargo.

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Tariff Rule Information

019104 FUTURE FORWARDING COMPANY
NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 5: Extra Length

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Any Extra Length charges assessed shall be identified in each individual NRA or NSA, and shall apply to the account of the cargo.

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Tariff Rule Information

019104 FUTURE FORWARDING COMPANY
NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 6: Minimum Bill of Lading Charges

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Any applicable bill of lading charge shall be for the account of the cargo and shall be included in the individual NRA or NSA, if any.

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Tariff Rule Information

019104 FUTURE FORWARDING COMPANY
NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O

Rule 7: Payment of Freight Charges

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

All freight and other charges on the Bill of Lading must be prepaid and are due and payable in lawful currency of the United States when billed. Collect shipments can be accepted only by prior agreement in which case the rate of exchange prevailing at the close of business on the Forex Exchange on the day of receipt of cargo by Carrier applies.

Both Shipper and Consignee of the goods or articles shipped shall be liable jointly and severally for all unpaid charges payable on account of a shipment pursuant to applicable rates including, but not confined to, sums advanced or disbursed by Carrier on account of such shipment.

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Tariff Rule Information

019104 FUTURE FORWARDING COMPANY
 NRA RULES TARIFF NO. 101 - Between (US and World)


AMENDMENT NO. 0
 Rule 8: Bill of Lading

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

A copy of Carrier's bill of lading (front and back) is provided herein.

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FRONT OF HOUSE BILL OF LADING

Shipper PH: +14046080060 FUTURE FORWARDING COMPANY 4380 INTERNATIONAL PKWY SUITE C CTC IMPORTS@USFFCL.COM ATLANTA GA 30354 UNITED STATES		HBL SATL3ES05572 <small>Country Code US</small> BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"	
Consigned to order of FUTURE FORWARDING CO LTD HAWTHORNE HOUSE DARK LANE, BIRSTALL, BIRSTALL BATLEY WF17 9LW UNITED KINGDOM oceanimport@ukffcl.com		 FUTURE FORWARDING DELIVERING QUALITY WORLDWIDE	
Notify Address FUTURE FORWARDING CO LTD HAWTHORNE HOUSE DARK LANE, BIRSTALL, BIRSTALL BATLEY WF17 9LW UNITED KINGDOM oceanimport@ukffcl.com			
Place of Receipt ATLANTA, UNITED STATES		Bond Number: IT1037 FMC Licence Number: 19104NF EXPRESS Express Bill of Lading	
Ocean Vessel		Port of loading SAVANNAH, UNITED STATES	
Port of discharge SOUTHAMPTON, UNITED KINGDOM		Place of Delivery SOUTHAMPTON, UNITED KINGDOM	
Marks and Numbers AS ADDRESSED		Number and Kind of Packages 1 Piece(s)	
		Description of Goods METAL RACK FOR SHIPPING FF027	
		Gross Weight 120.000 KG	
		Measurement 0.955 M3	
Container		Weight 120.000 KG	
Seals UL-		Volume 0.955 M3	
Type 20GP		Packages 1 PCE	

ITN: Consol Ref: C00124854
Total Packages: ONE PIECE(S)
 SHIPPED ON BOARD 24-Sep-23 according to the declaration of the consignor

Declaration of interest of the consignor in timely delivery (Clause 6.2)	Declared value for ad valorem rate according to the declaration of the consignor (Clauses 7 and 8)
<input type="text"/>	<input type="text"/>

The goods and instructions are accepted and dealt with subject to the Standard Conditions printed overleaf.
 Taken in charge in apparent good order and condition, unless otherwise noted herein, at the place of receipt for transport and delivery as mentioned above.
 One of these Multimodal Transport Bills of Lading must be surrendered duly endorsed in exchange for the goods. In Witness whereof the original Multimodal Transport Bills of Lading and all of this tenor and date have been signed in the number stated below, one of which being accomplished the other(s) to be void.

Freight amount FREIGHT COLLECT	Freight Payable at SOUTHAMPTON, UNITED KINGDOM	Place and date of issue ATLANTA, UNITED STATES 25-Sep-23
Cargo insurance through the undersigned <input type="checkbox"/> Not Covered <input type="checkbox"/> Covered according to attached Policy	No. of Originals 0 (ZERO)	Stamp and Signature AS CARRIER
For delivery of goods please apply to: FUTURE FORWARDING CO LTD HAWTHORNE HOUSE DARK LANE, BIRSTALL, BIRSTALL BATLEY WF17 9LW UNITED KINGDOM Phone: +448448794977 Fax: +441924442960 <small>FR-10348</small>		

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. These provisions constitute a contract between Merchant and Carrier and may be used by Carrier only with the consent of the National Customs Brokers and Forwarders Association of America, Inc.

(1) CLAUSE PARAMOUNT:

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"). All Carriage to and from other States shall be governed by the law of any state 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 Carrier or Carrier's agents.

(2) DEFINITIONS:

2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means **FUTURE FORWARDING COMPANY** on whose behalf this Bill of Lading has been signed.

2.3 "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and 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 but not limited to agents, servants, independent contractors, non-vessel-operating common carriers and freight forwarders.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this bill of lading.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

2.8 "Carriage" means the whole or any part of the operations and services whatsoever undertaken by the Carrier with respect to the Goods covered under this Bill of Lading;

2.9 "Place of Delivery" means the place where the Carrier has contracted to deliver the Goods when such place is other than the Port of Discharge.

2.10 "Place of Receipt" means any place where the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

2.11 "Port of Loading" means a port or place where the Goods are loaded onto the Vessel for Carriage.

2.12 "Port of Discharge" means a port or place where the Goods are discharged from the

Vessel.

2.13 "Sub-Contractor" includes sea, water, rail, road, air or other transport operators or carriers, stevedores, terminal operators, warehousemen, and any independent contractors or agents employed by the Carrier in performance of the Carriage and any Subcontractor thereof.

(3) SUBCONTRACTING:

Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or Carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, Subcontractor (including sub-Subcontractors), or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, Subcontractors, or other persons who shall be deemed to be parties to this contract.

(4) ROUTE OF TRANSPORT:

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. Without notice to the Shipper, Carrier has liberty and discretion to consolidate the Goods with other cargo; transfer the Goods from one conveyance to another, including transshipment or carrying on a vessel other than the Ship set forth on this Bill of Lading, or any other means of transport whatsoever; carry the Goods on or under deck; to choose or substitute the method, means, route, mode and procedure to accomplish the Carriage; and to comply with any orders or recommendations given by any government or authority or any Person or body purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on any conveyance employed by the Carrier, the right to give orders or directions. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the goods at the Place of Delivery.

In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

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 he 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 Ship, 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 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. In no event shall Carrier

be responsible for loss or damage to the Goods occurring before Carrier's receipt of goods or after the delivery of the goods to Merchant or its designee.

6.2 If it is established that the loss of or damage to the goods occurred during sea Carriage or during Carriage by land in the United States, 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 the loss or damage occurred outside of the United States not during sea Carriage and it can be proved 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: cannot be departed from by private contract to the detriment of Merchant, and 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.

6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.

6.5 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.

6.6 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 or concealed damage to or shortage of goods packed by Merchant,
 - (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,
- any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, 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.

6.8 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.

6.9 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.

6.10 Merchant has duty to defend and indemnify Carrier against any and all claims 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.

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless Merchant declares a higher value as provided at Clause 7.6, Carrier's liability is limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by COGSA by force of law, Carrier's liability is limited to a maximum of \$500 per package of the portions of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion where COGSA 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 is limited to a maximum of the lesser of \$500 per Package or \$0.50 per pound of the portion of Goods adversely affected; (c) for error or omissions arising from non-carrier service ancillary to the Carriage, Carrier's liability is limited to its independent

negligence and to \$ per shipment; (d) 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 is limited to the lowest amount permissible by and in accordance with such applicable law. 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 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.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.6 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 will only be binding upon Carrier if agreed to in writing by an authorized representative of Carrier and upon payment of the ad valorem freight rate. Carrier's knowledge of the value of Goods and/or Merchant's declarations of the value of the Goods to Carrier in regular course or for any other purpose, such as for Customs purposes, does not constitute a Declared Value of the Goods to Carrier for liability purposes.

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

8.1. Carrier is responsible for transmitting information to U.S. Customs and Border Protection 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 in a timely fashion. 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.

8.2 Merchant has the exclusive obligation to ensure, and hereby warrants, that the Goods and the Merchants, as defined above, are compliant with all relevant law and authorities, and are legally eligible for Carriage in all respects under all relevant laws and regulations. Merchant must further inform Carrier of any applicable licensing, reporting, or other regulatory requirement under all relevant laws and regulations prior to Carriage of the Goods.

(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 his 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:

This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;

10.1. 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;

10.2. Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

10.3. 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

10.4. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their 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 Ship, 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 ship's unseaworthiness.

(13) SOLAS WEIGHT CERTIFICATION:

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

(14) HEAVY LIFT:

14.1 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.

14.2 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.

14.3 Merchant agrees to comply with all laws or regulations 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 such laws or regulations.

(15) 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 ship 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.

(16) 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.

(17) FREIGHT AND CHARGES:

17.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him 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.

17.2 Freight shall be deemed earned on receipt of goods by Carrier, the goods lost or not lost, whether the freight is 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 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.

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

17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and 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.

17.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, 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.

(18) LIEN:

Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, which lien shall survive delivery, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction

or private sale, upon 10 days written notice via registered mail to Merchant, the goods, wares and/or merchandise or so much 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. For the avoidance of doubt, the lien on the Goods survives delivery of the Goods.

(19) TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year 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 **90 days** (3 months).

(20) JURISDICTION:

The courts of **Clayton Country, Georgia** shall have exclusive jurisdiction over any dispute arising from the Carriage evidenced by this Bill of Lading. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of **Georgia** shall apply.

(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 and its Sub-Contractors, servants and agents are not responsible by statute, contract or otherwise, Merchant shall contribute 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 salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

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

21.4 Neither Carrier nor its Sub-Contractors, servants or agents are under any obligations 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.

(22) BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and 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 her 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 her 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) FORCE MAJEURE:

Carrier shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Bill of Lading, resulting from circumstances beyond the control of either Carrier or its sub-contractors, servants or agents, including but not limited to:

(i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist

activities; (iii) incidents or deteriorations to means of transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the goods; (vii) acts, breaches of contract or omissions by Shipper, Consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts.

(24) CARRIERS' TARIFFS:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission ("FMC") or any other regulatory agency which governs a particular portion of the Carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carriers' tariffs may be obtained from Carrier or its agents or from Carriers' website, the address of which is set forth on the FMC's website at www.fmc.gov. In the case of inconsistency between this Bill of Lading and any applicable Tariff, this Bill of lading shall prevail. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

(25) PERISHABLE CARGO:

25.1 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.

25.2 Merchant undertakes not to tender for transportation any goods that 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.

25.3 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.

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

(26) SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(27) VARIATION OF THE CONTRACT:

This contract supersedes all prior agreement between the parties with respect to its subject matter. 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.

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AMENDMENT NO. 0

Rule 9:

Freight Forwarder Compensation

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Carrier may from time-to-time pay compensation as negotiated in an individual NRA or NSA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, as specified in each individual NRA or NSA. [RETURN TO TABLE OF CONTENT](#)

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Rule 10: Surcharges, Assessorial and Arbitraries

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

All surcharges applicable to shipments are provided in individual NRAs or NSAs.

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Rule 11: Minimum Quantity Rates

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Carrier may charge minimum quantity rates as specified in each individual NRA or NSA.

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Rule 12: Co-Loading in Foreign Commerce

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Definition: Pursuant to 46 CFR §520.2, "Co-Loading" means the combining of cargo by two or more NVOCCs for tendering to an ocean common carrier under the name of one or more of the NVOCCs. Future Forwarding Company (or any d/b/a thereof), an NVOCC may tender cargo to other NVOCCs for co-loading at its option, risk and expense, subject to the provisions named below.

- (1) The Carrier from time to time tenders cargo for co-loading.
- (2) The Carrier may enter into carrier-to-shipper relationships for the co-loading of cargo with licensed or registered NVOCCs from time to time.
- (3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.
- (4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA or NSA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.
- (5) In case of co-loading, under a shipper-to-carrier relationship, Carrier shall notify shipper of such co-loading action and shall annotate each Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Such annotation shall be shown on the face of the applicable Bill of Lading issued by Carrier with the following language, "Future Forwarding Company (or any d/b/a or agent thereof) has tendered the cargo moving under this Bill of Lading to (Name of Receiving NVOCC) for co-loading service."
- (6) If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA or NSA procedures shall apply.
- (7) Carrier reserves the right to tender cargo to other NVOCCs under a Shipper-to-Carrier relationship to accomplish all, or any portion, or the through transportation.
- (8) It is understand that the tendering of cargo to and the acceptance of a Bill of Lading issued by another NVOCC for co-loading shall NOT increase, reduce, alter or otherwise remove Carrier's liability to the Shipper for the cargo as specified on the Shipper's Bill of Lading at the time of shipment.

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Rule 13: Hazardous Cargo

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Except as otherwise provided below, hazardous, explosive, flammable or dangerous cargo, as defined in the publications named below, will be accepted by the Carrier for transportation under the rules, charges and rates named in NRAs governed by this Tariff:

1. ONLY after prior booking and arrangements have been made with and accepted by the Ocean Carrier;
2. ONLY when local regulations, ordinances and lawful authorities at origin, destination or transshipment ports/points permit the handling of such cargo at Carrier's or port terminals and facilities;

3. ONLY when U.S. Coast Guard and/or local authority permits have been obtained and complied with by Shipper and/or Consignee.
4. Carrier reserves the right to refuse to accept or transport cargo which, in the judgment of the Carrier, is opprobrious or likely to injure vessel, docks, terminals, rail cars, trucks or other cargo, or for which the Carrier cannot provide or obtain safe and suitable terminal space or stowage. Further Carrier will refuse any shipment of hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking, labels, certifications, packing or packaging of such cargo is not in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
5. All commodities required to be carried on-deck of transporting vessel, either in the open or under cover, or which if stowed below deck must be stowed in a "magazine", or which cannot be loaded or unloaded without a permit from the U.S. Coast Guard, shall be considered, for Tariff purposes, hazardous or dangerous cargo, and will be rated accordingly.
6. The hazardous cargo named below will NOT be accepted for transportation by the Carrier or its connecting Carriers for transportation under the rules, regulations governed by this Tariff:
 - Classes A and B Explosives
 - Radioactive Substances (IMCO Class No. 7)
7. All hazardous, explosive, flammable or dangerous cargo, when accepted by the Carrier for transportation MUST be packed, labeled, placarded, marked, stowed and secured (when in containers) and delivered in strict accordance with:
 - A. U.S. Coast Guard Regulations (46 CFR §§146-179);
 - B. U.S. Department of Transportation Regulations (49 CFR §§171-180);
 - C. the International Maritime Dangerous Goods Code (IMCO - published by the Inter-Governmental Maritime Consultative Organization);
 - D. All rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities;
 - E. MUST have all Certifications, as required by law, annotated on the B/L, Shipping Order and Cargo Receipt;
 - F. MUST have Shipper's attestation, when required, on the B/L and Shipping Orders that the shipment contains no mix of non-compatible hazardous materials and no hazardous waste as defined in the regulations named above.
8. When booking hazardous cargo, Shipper and/or his agent MUST inform Carrier accurately and completely of the true character of the cargo together with the information noted below in writing, or it MUST be confirmed in writing when arrangements and booking has been made verbally:
 - A. The proper shipping name, including trade or popular name, of the commodity followed by the technical name of the materials;
 - B. The hazardous class, IMCO Code Number and UN Number (if any);
 - C. The flash point or flash point range (when applicable);
 - D. The applicable label(s) or placard(s) that must be placed on each package or container, including labels communicating secondary and tertiary hazards (when required);
 - E. Identification of the type of packaging (e.g. drums, cylinders, barrels, etc.);
 - F. The number of pieces of each type of package;
 - G. The gross weight of each type of package or the individual gross weight of each package;
 - H. The Harmonized Code, SITC or BTN number of the commodity;
 - I. The types of certifications and Emergency Response Data required by the regulations named in the publications listed above.
9. At the time hazardous cargo is tendered for transportation, all documentation, certifications, transfer shipping papers (as required by 49 CFR §§100-199 when applicable), and the Bill of Lading annotations required under the regulations and provisions noted in the publications listed above, MUST be furnished to originating carrier, unless such documents have already been provided prior to tendering of cargo. Carrier will compare declarations on all documentation provided at the time of shipment for possible errors; however, it is, and shall remain, the sole responsibility of the Shipper to ensure that all such documentation is correct and complete. Further, it is the Shipper's responsibility to ensure that all pieces, packages, and units in the shipment are clearly and properly marked with the required labels and placards.
10. When a shipment has been accepted by the Carrier for transportation and subsequently an error is found in the required certifications, packaging, labeling, placarding or other required notice or marking requirement(s) and regulation(s), all damages, fines or penalties, actual or consequential, shall be for the account of the party required to provide such certifications, packaging, labels, placards, etc.
11. When required by law, governmental regulations, the regulations specified in the publications listed above or by underlying VOCC utilized, it is necessary to forward hazardous cargo separately from non-hazardous cargo, the hazardous cargo will be considered and handled as a separate shipment and rated accordingly. Additionally, when a shipment contains 2 (two) or more hazardous articles which, under the provisions of the regulations specified in the publications listed above, are prohibited from being loaded or stored together, each article or group of incompatible articles in the shipment will be considered and handled as a separate shipment and rated accordingly.
12. All shipments of Hazardous cargo as defined in this Rule, when accepted and transported by Carrier will be subject to the Hazardous Cargo Surcharge named in the NRA or NSA governed by this Tariff (if any), which charge shall be in addition to all other applicable charges.

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AMENDMENT NO. O

Rule 14:

SOLAS Regulations

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Merchant shall provide Carrier with the total gross mass established using calibrated and certified equipment of each packed container (FCL) or each package of Goods (LCL) carried pursuant to this Bill of lading in accordance with SOLAS and the deadlines established by Carrier. Merchant acknowledges and agrees that Carrier will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations to Sub-contractors in accordance with SOLAS.

In the event of any non-compliance by Merchant with the SOLAS provisions or where Carrier reasonably believes the verified gross mass information provided by or on behalf of Merchant is inaccurate or incomplete, Carrier may, at its discretion and without notice to the Merchant, elect to:

(a) Establish the total gross mass at Merchant's cost and risk, and as the Merchant's agent, using calibrated and certified equipment of each packed container (FCL) or each package of Goods (LCL) carried pursuant to this Bill of Lading in accordance with SOLAS and the deadlines established by Carrier shall apply; or

(b) Without liability to Merchant refuse to load the Goods (if the Goods are not yet loaded) or, if the Goods are loaded, arrange at Merchant's cost and risk for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Goods under this Bill of Lading."

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Rule 15: Returned Cargo in foreign Commerce

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government or for any other reason whatsoever. Freight on returned cargo will be charged at the applicable NRA or NSA rate applicable to the original shipment current at the time of the returned shipment.

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Rule 16: Shippers requests in Foreign Commerce

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Shipper or Consignee requests or complaints (including request for adjustment in NRAs, NSAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record. As used in this Tariff, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, rules, or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

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Rule 17: Overcharge Claims

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

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 or NSA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

B. Overcharges. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or if no error be found, by the Claimant.

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 or consignee of overcharge in weight certified invoice or weight certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) days of receipt by written notice to the claimant of the tariff provisions applied and the claimant's rights under the Shipping Act of 1984. Any 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.

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Rule 18: Use of Carrier Equipment

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by the underlying Vessel Operating Common Carriers (VOCCs), the VOCC, either directly or via the Carrier, all charges assessed against the equipment by the underlying VOCC shall be for the account of the cargo.

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Rule 19: Destination Terminal Handling Charges (DTHC)

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

In destination countries where DTHC are required to be prepaid, Carrier shall require the same prior to shipment.

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Rule 20 NVOCC's in Foreign Commerce: Bonds and Agents

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515.21 to ensure the financial responsibility of Carrier for the payment of any judgment for damages arising from its transportation related activities and any order for reparations or penalties assessed under the Shipping Act of 1984, as amended.

2. **Bond No. IT 1037**

3. Issued By: US Specialty Insurance Co, 13403 Northwest Freeway Houston Texas 77040-6094

Tel: 713-462-1000

Agent for Service of Process

1. Carrier is domiciled in the United States and does not have a separate agent for service.

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Rule 21: Certification of Shipper Status in Foreign Commerce

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Each Shipper who is a Non-Vessel-Operating Common Carrier MUST clearly state its status as an NVOCC when cargo is booked with, or tendered to, the Carrier for transportation service. If the Shipper tendering the cargo identified itself as an NVOCC, the Shipper shall provide to Carrier prior to tendering any shipment, proof of the NVOCC's compliance with the Federal Maritime Commission licensing, registration, tariff and financial responsibility requirements before the Carrier accepts or transports cargo for the account of such NVOCC (*e.g.*, a copy of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission). Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by a Non-Vessel-Operating Common Carrier. Additional copies of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence initially provided showing compliance with the tariff and bonding requirements shall be sent to Carrier by each Non-Vessel-Operating Common Carrier semiannually, each April 15 and October 15.

If any Non-Vessel-Operating Common Carrier provides a false or misleading certification to Carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

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Rule 22:

Definitions and Symbols

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

CARRIER - means Future Forwarding Company

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 least 33.3 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 containers.

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 NRAs.

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

NVOCC SERVICE ARRANGEMENT (NSA) means a written contract, other than a bill of lading or receipt, between one or more NSA shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the NSA shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and the NVOCC commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

NSA 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 an ocean transportation intermediary, as defined in section 3(17)(B) of the Act (46 U.S.C. 40102(16)), that accepts responsibility for payment of all applicable charges under the NSA.

NEGOTIATED RATE ARRANGEMENT (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).

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 Future Forwarding Company, a licensed Non-Vessel Operating Common Carrier (NVOCC) with the U.S. Federal Maritime Commission under FMC organization number 019104, FMC license number 019104NF.

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 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.

Symbols

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

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Rule 23: Access to Tariff Information

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Carrier maintains an electronic copy of this Tariff, open and free of charge in conformity with 46 CFR 520 and 46 CFR 532, as amended, at the Internet web site of W. F. Whelan Co. at www.futureforwarding.com. Please refer to the tariff profile or tariff title page for additional contact information.

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Rule 24: Cargo N.O.S.

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

If no valid NRA or NSA is applicable to a particular Shipment then the Cargo, N.O.S. rates listed below will apply:

US Outbound	USD 30,000 / TEU
US Inbound	USD 30,000 / TEU

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Rule 25: Reference to Other Publications Herein

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Reference to other publications in this Tariff, or in NRAs or NSAs governed by this Tariff, includes references to all supplements, amendments, or reissues thereof. Reference(s) in this Tariff to specific NRAs, NSAs, Rules, TLIs, Pages, in this Tariff or other publications named in this Tariff, also include reference to successive issues or amendments of such Items, TLIs or Pages.

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Rule 26: Conflict Between Rules Tariff and Bill of Lading

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

In the event of any conflict between the provisions of this Rules Tariff and the terms and conditions of Carrier's Bill of Lading issued to Customer, the terms and conditions of the Carrier's Bill of Lading shall control.

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Rule 27: Negotiated Rate Arrangements (NRAs)

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

The Carrier will offer rates for service utilizing the tariff publication exemption under 46 CFR 532.2. For shipments moving under a tendered NRA, the Shipper will receive a written offer disclosing all rates and charges except those charges which by regulation must be published herein, including but not limited to General Rate Increases (GRIs). Rates and charges will be those in effect at time of receipt of cargo by Carrier or Carrier's agent (including originating carriers in the case of through transportation) after confirmed and accepted in writing by Shipper. Rates and charges within the NRA will be binding. The Bill of Lading and other shipping related documents will be annotated with the unique number assigned to the NRA and records will be maintained for a period of five (5) years from the date of shipment.

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Rule 28-200: Reserved for Future Use

Effective: 20 MAR 2024 Thru: NONE Expires: NONE Publish: 20 MAR 2024

Rules 28-200 reserved for future use.

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End of Rule Text
