

# **Tariff Rules**

## **NVOCC Non-Vessel Operating Common:**

Carrier Rules Tariff (Tariff Rules Number 10-2023)

Tariff Title Page

Shipco Transport Inc.

From: Tariff Origin Scope

To: Tariff Destination Scope

Effective September 20, 2023

All information contained within this tariff is true and accurate and no unlawful alterations will be permitted.

For details of rates, please contact: [stifmcregs@shipco.com](mailto:stifmcregs@shipco.com)

## **NVOCC Non-Vessel Operating Common Carrier**

(Tariff Rules Number 10- 2023)

Naming Rules and Regulations between US Ports & Points and Worldwide Ports & Points.

- A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (NRA's) effective December 21, 2013.
- B. NVOCC NRA means the written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on or after receipt of the cargo by the carrier or its agent (originating carrier in the case of through Transportation).
- C. Carrier's Rules are provided free of charge to Shipper at [www.Shipco.com](http://www.Shipco.com) containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of carrier.
- D. Carrier shall issue booking confirmations, quotations, e-mails, and possibly other written communications, which collectively shall be considered an NRA, and which will constitute an offer by Carrier to shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper to this offer, and the terms of the NRA shall bind the parties.
- E. Rates may not be modified in an NRA after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

**Publishing Office:**

**Shipco Transport, Inc.**

**80 Washington Street Hoboken, NJ 07030**

**Phone: 201-216-1500**

**Scope:**

*Filing Information:*

*Effective Date: September 20, 2023*

Rules, regulations and NRA's published herein apply between United States Atlantic and Gulf Coast Ports, United States Pacific Coast Ports, and Great Lake Ports and Inland Ports (See Paragraph A) and Worldwide Ports and Points.

**Service:**

Motor/Ocean, Ocean/motor, Rail/Ocean, Ocean/Rail and Rail/Motor/ocean combinations of service with single factor through rates as specified in the NRA's.

**Interchange Ports:**

United States Atlantic, Gulf, Pacific and Great Lakes Ports.

**Liability:**

Carrier shall be liable to Shipper for Rail and/or Motor movements in accordance with the terms and conditions of the Carrier's Combined Transport Bill of Lading or other applicable transport document issued by Carrier.

**A. Worldwide Ports And Points:**

The geographic scope of the NRA shall cover the Trade between ports and points served via such ports in the United States and any ports or points served via such ports worldwide, on one hand, and between ports or points served via such ports worldwide and ports or points served via ports in the United States, on the other hand.

**Application of NRA's and Charges**

*Filing Information:*

*Effective Date: September 20, 2023*

1. NRA's apply from the time of booking. If there are any changes a new NRA will be issued.
2. NRA's are stated in the terms of U.S. Currency and apply per 1,000 kilos (W) or 1 Cubic Meter (M), as indicated, whichever 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.
3. Except as otherwise provided, NRA's do not include Marine Insurance or Consular Fees.
4. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom and Border Protection Declaration or Shippers Export Declaration covering the shipment. Carrier will verify the Bill of Lading description with the validated United States Custom Declaration,

Custom Entry or Shippers Export declaration including Schedule "B" Number and Dock Receipt. Shipper amendments in the description of goods will only be accepted if validated by United States Customs and Border Protection.

5. Force Majeure Clause: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent or threaten to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labor of any kind; civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; pandemic, Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.
6. For the movement of cargo From/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems as necessary to guarantee safe and efficient movement of said cargo.
7. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of goods shall be within the sole discretion of the Carrier.
8. Any tollage, wharfage, handling and/or other charges/surcharges assessed against the cargo at Ports of Loading/Discharge will be for the account of the Cargo. Any tollage, wharfage, handling and/or charges at Port of Lading in connection with the storage, handling, and receipt of cargo before loading on the vessel shall be for the account of the Cargo, and if such charges are assessed against the vessel, the Carrier shall in turn bill and collect the same charges in its full amount from the Shipper. Any additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.



*Effective Date: September 20, 2023*

## **Surcharges and Arbitraries:**

*Filing Information:*

*Effective Date: September 20, 2023*

Surcharges that are assessed by the underlying ocean common carrier shall be for the account of the cargo and are as per the NRA.

## **Valorem NRA's:**

*Filing Information:*

*Effective Date: September 20, 2023*

1. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.
2. If the Shipper desires to be covered for a valuation in excess if that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.
3. Where the value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the Ad Valorem rate, specifically provided against the item, shall be five ( 5) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the NRA.

## **Co-Loading In US Foreign Commerce:**

*Filing Information:*

*Effective Date: September 20, 2023*

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an Ocean Carrier under the name or more of the NVOCC's.

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded, and/or Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for the carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each



applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where the Carrier is the tendering NVOCC, the Carrier will be responsible to the receiving NVOCC for payment of any charges for transportation of the cargo.

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

## **Shippers Requests in Foreign Commerce:**

*Filing Information:*

*Effective Date: September 20, 2023*

Any shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, electronic mail, courier, facsimile, or telex. Requests and Complaints are to be sent directly to the Carrier in the address shown in the Tariff Rules. You may also send any inquiries to [NRA.inquiry@shipco.com](mailto:NRA.inquiry@shipco.com)

As used in these Tariff Rules, 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 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,

## **Overcharge Claims:**

*Filing Information:*

*Effective Date: September 20, 2023*

- A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Rules within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expense 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.
  - B. Claims for freight rate adjustments will be acknowledged by the Carrier withing 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984, as amended.
  - C. 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, pursuant to the Shipping Act of 1984, as amended. Such claims must be filed within three years of the date of receipt of shipment by Carrier ( in accordance with Rule 3).
- 11 USE OF CARRIER EQUIPMENT.

## **Use of Carrier Equipment:**

*Filing Information:*

*Effective Date: September 20, 2023*

Carrier provides no equipment of its own. Should Shipper or Consignee request the use of underlying Carrier's equipment for loading or unloading, all charges assessed against the equipment by the underlying Vessel-Operating Common Carrier shall be for the account of the cargo.

## **NVOCC's in Foreign Commerce: Bonds and Agents:**

*Filing Information:*

*Effective Date: September 20, 2023*

### **A. BONDING OF NVOCC'S:**

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 the Carrier for the payment of any judgement arising from its transportation related activities, order for reparations issued pursuant to the Shipping Act of 1984, as amended, or penalties assessed pursuant to the Shipping Act of 1984, as amended.
2. Bond No. 91328
3. Name of Surety Company that issued the bond: SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, 150 Northwest Point Blvd. Elk Grove Village, IL 60007412 / MT. Kemble Ave. Suite 300C Morristown NJ 07960

### **B. RESIDENT AGENT:**

1. In any instance in which the designated legal agent cannot be served because of death, disability, or unavailability, the Secretary, Federal Maritime Commission will be deemed to be the Carrier's legal agent for the service of process.
2. Service of administrative process, other than the subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.
3. Agent for Service of Process Address: Not Applicable.

## **Certification of Shipper Status in Foreign Commerce:**

*Filing Information:*

*Effective Date: September 20, 2023*

- A. In accordance with law, each Shipper who is a Non-Vessel-Operating Common Carrier shall provide to Carrier prior to tendering any shipment, a copy of the current list of tariffed and bonded NVOCC's provided by the Federal Maritime Commission or other evidence as may be acceptable to the Carrier and Federal Maritime Commission. Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by 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.
- B. 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.

## **Time/ Volume Rates in Foreign Commerce:**

*Filing Information:*

*Effective Date: September 20, 2023*

Not applicable.

## **Negotiated Rate Arrangements:**

Shipco Transport, Inc. (FMC No. 008352) hereby provides notice of its intent to invoke the FMC's tariff publication /adherence exemption pursuant to 46 CFR Part 523, est. seq.

## **Freight Forwarder Compensation:**

*Filing Information:*

*Effective Date: September 20, 2023*

1. Unless otherwise stated in the applicable NRA, compensation to a licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when such forwarder is licensed with the Federal Maritime Commission and has certified in writing that it holds a valid license and has performed the following services.
  - A. Engaged, booked, secured, reserved, or contracted directly with Shipco Transport Inc. or its agent for space aboard a vessel or confirmed the availability of that space.
  - B. Prepared and processed the Ocean Bill of Lading, dock receipt, or other similar document with respect to the shipment.



2. Shipco Transport Inc. will not pay compensation for services described in Paragraph (1), more than once on the same shipment.
3. If forwarder is also licensed as a NVOCC, the above referenced certification must also include the following statement: The undersigned further certifies that neither it nor any related person has issued a bill of lading or otherwise undertaken common carrier responsibility as a non-vessel-operating common carrier for the ocean transportation of the shipment covered by this bill of lading.
4. Shipco Transport Inc. will not knowingly pay compensation on a shipment in which the forwarder has a direct or indirect interest.
5. The applicable percentage shall be: (Applies on Export Shipments only) FCL \$100 per container, LCL 10% for all destinations except South & Central America where 5% shall be applicable.
6. Force Majure Clause:  
Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevent or threaten to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labor of any kind; civil disturbance, riot, war (whether declared or recognized by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; pandemic, Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.

## **Definitions And Symbols:**

*Filing Information:*

*Effective Date: September 20, 2023*

### **A. DEFINITIONS:**

**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.

**ALL INCLUSIVE** - means the freight NRA shown with the applicable NRA including ocean freight and all other surcharges and accessorial charges, not including destination charges, except those charges effected by the choice or action of the shipper.

**BILL(S) OF LADING** - means contract of affreightment shipment covering one shipment from one consignor to one consignee with one set of marks.

**CARGO, N.O.S.** - Means commodities not otherwise specified in individual commodity items in this tariff.

**CARRIER** - means SHIPCO TRANSPORT, INC. and/or participating inland carriers.

**CHASSIS** - means a wheeled assembly, with or without container, constructed to accept mounting of demountable trailer body, container or flexivan.

**CONSIGNEE** - means the person, firm or corporation shown on the Bill of Lading as the shipper of the property received by the carrier for transportation.

**CARRIER CONSIGNOR, CONSIGNEE OR SHIPPER** - includes the authorized representatives or agents of such "Carrier", "Consignor" or "Consignee".

**CONTAINER** - means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehiclerack or open top container with/without wheels or bogies attached not less than 20 feet or 6.06 meters nor more than 40 feet or 12.19 meters in length, having a closure of permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortion, all the stress that may be applied in normal service use of continuous transport- station. Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

**CONTROLLEDTEMPERATURE** - means the maintenance of a specified temperature or range of temperatures in carrier's trailers.

**DAY** - means a twenty-four (24) hour period beginning at 12:01 A.M.

**DRY CARGO** - means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

**HOLIDAY** - As used in this tariff shall consist of the following days: New Years Day Washington's Birthday (Third Monday in Feb.) Memorial Day (Last Monday in May) Fourth of July Labor Day Thanksgiving Day Christmas Day when any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

**IN PACKAGES** - Shall include any shipping form other than "in bulk", "loose" "in glass or earthenware, not further packed in our container" or "skids".

**KILO TON** - means 1,000 kilos.

**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 33-1/3 percent from its normal shipping cubage when set up or assembled.

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more rate items of this tariff.

**MOTOR CARRIER** - means participating motor carrier(s) as named in this tariff.

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed, each small piece within the next larger piece or three or more of the article must be placed on within the order 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 half inch.

**NON-HAZARDOUS** - means non-label cargo which is permitted stowage between or under decks (other than Magazine) and such will be rated in accordance with the N RA applied therefor, as provided in the NRA and if no specific rate is published, then the Cargo, N.O.S. rate will apply.

**ONE COMMODITY** - means any or all of the article described in any one rate item in the NRA.

**PACKING OR STUFFING** - Covers the actual placing of cargo in to the container as well as the proper stowage and securing thereof within the container.

**POINT** - means a particular city, town, village, community, or other area which is treated as a unit for the application of the NRA.

**PLACE** - means a particular street address or other designation or a factory, store, warehouse, place of business, private residence, construction camp or the like, at a "Point".

**SITE** - means a particular platform or specific location for loading at a "Place".

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

**TRAILER OR CONTAINER** - Used interchangeably, with Container, see definition for "Container".

**TRAILERLOAD** - means an article has been accorded a rate(s) governed by a trailer load minimum weight or measurement per shipment.

**UNITIZED LOAD** - means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together to form a single shipping unit that has been prepared by the shipper in order to facilitate mechanical handling.

**UNPACKING, UNSTUFFING OR STRIPPING** - means the removal of the cargo from the containers as well as the removal of all securing material not constituting a part of the container.

**VEHICLE** - means a container or trailer as more fully defined under container or trailer herein.

**WATER CARRIER'S TERMINAL** - means the place where loaded or empty containers are received by water carrier or delivered by water carrier. The place where water carrier assembles, holds or stores its containers.