



SACO COMBIMAR SPA

AGENZIA MARITTIMA CONSOLIDATORI N.V.O.C.C.

Via Primo Maggio 1 - 20066 Melzo (MI) - Tel. 02.2743061

Fax 02274306301

Website: www.saco-combimar.it - E-mail: info@saco-combimar.it

NVOCC Non-Vessel Operating Common Carrier

Rules Tariff Naming Rules And Regulations Between Italy Ports & Points And U.S.A. 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 ("NRAs") effective December 21st, 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 and 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.saco-combimar.it 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. Â§520.13 and Â§532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for 30 thirty days from the Booking Confirmation date. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of 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).

Scope

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 Carrier's Combined Transport Bill of Lading or other applicable transport document issued by Carrier.

Application of NRA's And Charges

1. NRA's apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or From/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges or Surcharge which are established by Custom of the Port, by Port or Local Tariffs or Italy Custom. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof.

2. NRA's are stated in 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.

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 Shipper's Export Declaration covering the shipment. Carrier will verify the Bill of



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C.F./P.IVA/R.I.MI-MB-LO n. 05444010960 - REA MI 1821952 - Cod. destin. T04ZHR3

Capitale sociale € 3.000.000,00 interamente versato

Società soqgetta all'attività di direzione e coordinamento di FBH S.p.A.



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Lading description with the validated Custom Declaration, Custom Entry or Shipper's Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by Italian Customs.

5. 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 war, hostilities, warlike operations, embargoes, blockades, 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 if in conformity with the Shipping Act of , by tariff publication, any affected rate or rates in order to meet such conditions".

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 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 the 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 Loading in connection with 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.

Surcharges And Arbitraries

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

Ad Valorem NRA's

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.

Shippers Requests In Foreign Commerce 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. 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 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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NVOCCs In Foreign Commerce: Bonds And Agents

A. BONDING OF NVOCCs: 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 judgment for damages 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. 570124 dtd 08/07/2003

Negotiated Rate Agreements

Saco Combimar Spa as agent of Saco Shipping Limited Ltd (FMC nr. 025875) hereby provides notice of its intent to invoke the FMC's tariff publication/adherence exemption pursuant to 46 CFR Part 523, et seq.



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