

FMC No.: 022819

Non-Vessel Operating Common Carrier

Effective Date: 01JUNE2010

Published Date: 01JUNE2010

Expiration Date:

Controlled Status: N

## **TITLE PAGE**

TARIFF NO. 001

Governing Rules Tariff

NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS / AND BREAKBULK

BETWEEN  
U.S. PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)

AND  
FOREIGN PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)

**CAN-MED LINES (CANADA) INC.** is a Non-Vessel Operating Common Carrier (NVOCC) Registered by the Federal Maritime Commission (FMC) and operating under FMC organization number 022819.

### NOTICE TO TARIFF USERS

This document is compiled to reflect Carrier's tariff as published in compliance with regulations of the Federal Maritime Commission. The official tariff is that contained in the internet web site of CAN-MED LINES (CANADA) INC..., located at [www.canmedmaritime.com](http://www.canmedmaritime.com)

PUBLISHED BY:

CAN-MED LINES (CANADA) INC.  
1980 SHERBROOKE STREET WEST, SUITE 850  
MONTREAL (QUEBEC), CANADA, H3H 1E8  
PUBLISHING OFFICER: JILL VILLARANDA  
E-mail: [jill@canmedmaritime.com](mailto:jill@canmedmaritime.com)  
Tel: 514-934-0040  
Fax: 514-934-3927

**FOR EXPLANATIONS OF ABBREVIATIONS AND SYMBOLS SEE RULE 29**

## Tariff Information

### Tariff Details

Tariff Number: **022819-001**  
Tariff Title: **CAN-MED LINES (CANADA) INC..**  
Effective: 01JUNE2010  
Thru: None  
Expires: None  
Publish: 01JUNE2010  
Amendment Type: IR  
Original Issue: 01JUNE2010  
Weight Rating: 1,000KGS  
Volume Rating: 1CBM  
Tariff Type: FC - Foreign Commodity Tariff  
Certification: All information contained in this tariff is true, accurate and no unlawful alterations will be permitted.

### Organization Information

Number: 022819-01  
Name: **CAN-MED LINES (CANADA) INC..**  
Type: Non-Vessel Operating Common Carrier  
Hdq Country: Canada  
Home Office: 1980 Sherbrooke Street West, Suite 850  
Montreal, (Quebec), Canada H3H 1E8

Phone: 514-934-0040  
FAX: 514-934-3927  
EMail: [jill@canmedmaritime.com](mailto:jill@canmedmaritime.com)

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.: Table of Contents

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Rule 1 – Scope	Rule 7 – Payment of Freight Charges
Rule 2 – Application of Rates and Charges	Rule 8 – Bill of Lading - Location
Rule 2-010 – Diversion by Carrier	Rule 9 – Freight Forwarder Compensation
Rule 2-020 – Packing Requirements	Rule 10 – Surcharges & Arbitraries
Rule 2-030 – Mixed Commodities	Rule 11 – Minimum Quantity Rate
Rule 2-040 – Container Capacity	Rule 12 – Ad Valorem
Rule 2-050 – Shipper Furnished Container	Rule 13 – Transshipment
Rule 2-060 – Measurement and Weight	Rule 14 – Co-Loading
Rule 2-070 – Overweight Containers	Rule 15 – Open Rates
Rule 2-080 – Shipper’s Load & Count	Rule 16 – Hazardous Cargo
Rule 2-090 – Diversion by Shipper or Consignee	Rule 17 – Green Salted Hides
Rule 2-100 – Restricted Articles	Rule 18 – Returned Cargo
Rule 2-110 – Freight All Kinds	Rule 19 – Shippers Request or Complaints
Rule 2-120 – Alternate Rate Service Levels; Economy, Regular, Premium	Rule 20 – Overcharge Claims
Rule 2-130 – Alternate Rate Service Level; Carrier Specific	Rule 21 – Use of Carrier Equipment
Rule 2-140 – Documentation Fee	Rule 22 – Automobiles
Rule 2-150 – AMS Charges	Rule 23 – Carrier Terminal Rules and Charges
Rule 2-160 – Submission Cargo Declaration Data	Rule 24 – NVOCC Bond and Process Agent
Rule 3 – Rate applicability	Rule 25 – Certification of Shippers Status
Rule 4 – Heavy Lift	Rule 26 – Time Volume
Rule 5 – Extra Length	Rule 27 – Loyalty Contracts
Rule 6 – Minimum Bill of Lading	Rule 28 – Definitions
	Rule 29 – Abbreviations, Codes & Symbols
	Rule 30 – Access to Tariff Information
	Rule 31 – Project Rates

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 1: Scope

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Rules, regulations and rates published herein apply BETWEEN United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points AND Worldwide Ports and Points and in the individual Tariff Line Items (TLI's) of this tariff:

### 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 TLI's. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading (Rule 8 Herein). Intermodal rates will apply via US Atlantic, Gulf or Pacific Coast Base Ports as specified in the individual tariff line items of this tariff. Intermodal rates will apply from locations specified in rule 1-B.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)  
Amendment No.:  
Rule 1-A: Worldwide Ports and Points

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Except as otherwise provided, this tariff provides rates and charges applying between USA Ports and Points and World Ports and Points.

Rates also apply to/from ports and inland points named in the individual tariff items (TLI's) of this tariff.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 1-B: Intermodal Service

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Intermodal through rates apply from and to points in the U.S., listed below only as specified in individual tariff line items.

#### 1. U.S. IPI origin and destination states, and grouping:

Alabama	AL	Nebraska	NE
Arizona	AZ	Nevada	NV

Arkansas	AR	North Carolina	NC
California	CA	North Dakota	ND
Colorado	CO	New Hampshire	NH
Connecticut	CT	New Jersey	NJ
Delaware	DE	New Mexico	NM
Florida	FL	New York	NY
Georgia	GA	Ohio	OH
Idaho	ID	Oklahoma	OK
Illinois	IL	Oregon	OR
Indiana	IN	Pennsylvania	PA
Iowa	IA	Rhode Island	RI
Kansas	KS	South Carolina	SC
Kentucky	KY	South Dakota	SD
Louisiana	LA	Tennessee	TN
Maine	ME	Texas	TX
Maryland	MD	Utah	UT
Massachusetts	MA	Vermont	VT
Michigan MI	Virginia	VA	
Minnesota	MN	Washington	WA
Mississippi	MS	West Virginia	WV
Missouri	MO	Wisconsin	WI
Montana	MT	Wyoming	WY

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2: Application of Rates and Charges

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

1. Rates published in this Tariff are stated in terms of U.S. Currency 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.

All freight rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided.

Rates 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) rates 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.

The "Point" rates named in this Tariff are applicable from Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates.

Such rates shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) but not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper'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. (See item 16, re: Advanced Charges.)

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. Packages containing articles of more than one description shall be rated on the basis of the rate provided for the highest rated articles contained therein.

4. Rates as published herein 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 the rates in this Tariff 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 rates shown in this Tariff 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 this Tariff apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for the applicable Cargo, N.O.S. rate shall be applied.

9. Wherever rates are provided for articles named herein, the same rate will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific rates are provided for such parts.

10. 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 in conformity with Federal Maritime Commission Regulations."

11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the rate of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific tariff rate for the commodity in question, eg: If the tariff contains a rate for Rubber Gloves, then this rate will apply - and NOT the Gloves, N.O.S. rate.

12. When two or more rates may be applicable to a given shipment and one rate is more specific than the others, the most specific rate shall apply. One rate is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

A rate from/to a specific destination is more specific than a rate to/from a geographic range or zone, (Examples):

A rate from New York, NY is more specific than a rate from Atlantic and Gulf Base Ports (AGBP).

A rate to Yokohama, Japan is more specific than a rate to Japan Base Ports (JBP).

13. 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. 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.

Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

#### 14. 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.

#### 15. SERVICE OPTIONS:

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

##### 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 TLI's or where specified in an Inland Rate Table.

##### 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.

## 16. 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.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 2-020:	Diversion By Carrier

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated hereunder:

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier's discharging terminal and carrier's delivery terminal provided the rates are into already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carrier's convenience at a port other than the port of destination named in the bill of lading, the freight rates applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)
Amendment No.:	
Rule 2-010:	Packing Requirements

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

1. Except as otherwise provided herein, 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 reasonable necessary for protection and safe transportation.
2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

3. Gross weight in pounds and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.

4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

### Tariff Rule Information

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 2-030:	Mixed Commodity Rates

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Mixed Commodities

Commodity Items in Number Series 99XX-XX-XXXX, "Mixed Commodities" shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

### Tariff Rule Information

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 2-040:	Container Capacity

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Where rules or rates make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

A. For Dry Containers (Subject to Note 1):

SIZE (IN FEET)	INSIDE CUBIC CAPACITY
W H L	
8' x 9'6" x 45'	5.94 cbm (3035 cft)
8' x 9'6" x 40'	6.42 cbm (2699 cft)
8' x 9' x 40'	2.21 cbm (2550 cft)
8' x 8'6" x 40'	7.70 cbm (2391 cft)
8' x 8' x 40'	3.80 cbm (2253 cft)
8' x 8'6" x 20'	3.41 cbm (1180 cft)
8' x 8' x 20'	1.26 cbm (1104 cft)

B. For Reefer Containers (Subject to Note 1):

SIZE (IN FEET)	INSIDE CUBIC CAPACITY
W H L	
8' x 8' x 20'	5.7 cbm
8' x 8'6" x 20'	8.1 cbm
8' x 9'6" x 40'	5.89 cbm
8' x 9' x 40'	9.52 cbm
8' x 8'6" x 40'	5.45 cbm

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-050: Shipper Furnished Containers

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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 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 furnished containers will be accepted only at loading ports CY and delivered only at destination CY.
- E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdership of the container offered for shipment.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-060: Measurement And Weight

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M "weight or measurement" basis or where rates are provided on both a "W" and "M" basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

1. All packages will be measured in CENTIMETRES and weight in KILOGRAMMES.

2. Rounding off- Dimensions

Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. and over are to be rounded off to the centimeter above.

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.

In case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.

In the case of multiple packages of like dimensions the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. OFFICIAL MEASURERS AND WEIGHERS

The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

5. MISDESCRIPTION, UNDERWEIGHTS AND UNDERMEASUREMENT

A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing, Carrier may arrange at the port/point of destination for the verification of the description, measurement or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighting, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 2-070:	Overweight Containers

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice. Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for account of cargo.

The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 2-080:	Shipper's Load And Count

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so clausd, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.

2) Any discrepancy in count or concealed damage to articles.

Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by shipper into the same container.

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers and their expense and the carrier shall not be responsible for such materials nor their return after use. The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

## **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 2-090:	Diversion of Cargo (By Shipper or Consignee)

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Assessorial attached with application of Optional.

A request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions and charges:

### A. Definition of Diversion:

A change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.

### B. Conditions:

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.

2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.

3. This rule will apply to full Bill of Lading quantities or full container loads only.

4. A shipment may only be diverted once. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.

5. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination to which diverted in accordance with tariffs on file with the FMC.

6. Diversion charges or administrative charge are payable by the party requesting the diversion.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-100: Mixed Shipments

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity rate applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different commodity rates, when articles subject to such different rates are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity rate applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of rates are provided for shipments of different weights, apply on each article the rate which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of rates, will be charged for at the lowest rate applicable to any article in the shipment.
4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity rate applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the rates used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-110: Restricted Articles

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Ammunition, small arms and high explosive shells.
2. Animals, live, domestic or wild (including pets) or ostriches.
3. Bank bills, coin or currency; deed, drafts, notes or valuable papers of any kind; jewelry; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; or other articles of extraordinary value.
4. Corpses or cremated remains.
5. Decorations, viz: bushes, Christmas trees, plants or trees, natural, preserved.
6. Eggs, viz: Hatching.
7. Fireworks of any description.
8. Freight transported in bulk (Not packaged).
9. Fruit or Vegetables, viz: fresh.
10. Meats, fresh; poultry or rabbits, dressed.
11. Nursery stock.
12. Poultry or pigeons, live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).
13. Silver articles or ware, sterling.

14. Livestock.

15. 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.

16. 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.

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

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

### **Tariff Rule Information**

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-120: Freight All Kinds (FAK)

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of two different commodity items. Further restrictions to the item shall be contained in the individual Commodity Item.

### **Tariff Rule Information**

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)  
Amendment No.:  
Rule 2-130: ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Different levels of Service are offered by the Carrier as shown below and in Rule 2-140. Unless otherwise specified in the individual rate item, Rates are applicable for "Regular Service."

1. Regular - Shipper accepts transit time as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Regular service rates are shown in this tariff, unless otherwise specified.

2. Premium - Shipper/Consignee requests carrier-provided premium service, in which case cargo will be delivered not less than 4 days faster than if shipped by regular service. Rates applicable to premium service will be noted "Premium Service" in the individual tariff line items. Shipper/Consignee must specifically request premium service at the time of shipment, or Shipper/Consignee must instruct carrier to provide premium service for all shipments of specific tariff line items.

3. Economy - Shipper/Consignee requests carrier provide economy service, in which case shipments will be delivered not less than 4 days slower than if shipped by carrier's regular service. Rates applicable to economy service will be noted with "Economy Service" in the individual tariff line rate items. Shipper/Consignee requests for economy service must be made at the time of shipment. Shipper/Consignee must instruct carrier to provide economy service for all shipments of a specific tariff line item.

### **Tariff Rule Information**

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 2-140: ALTERNATE RATE/SERVICE LEVELS: CARRIER SPECIFIC

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Different levels of service are offered by the Carrier as defined in Rule 2-130 and below. Unless otherwise specified in the individual rate item, rates are applicable for "Regular Service."

- a. Regular - Shipper accepts service as provided by the carrier on a regular basis as per carrier's advertised sailing schedules. Carrier may utilize any underlying ocean, motor, rail or air carrier, at its sole option. Regular service rates are shown in this tariff, unless otherwise specified.
- b. Carrier Specific - Shipper/Consignee requests Carrier- Specific service, and Carrier provides a freight rate for service applicable only when a specifically named ocean carrier is used. Rates applicable to Carrier-Specific service will be noted in the individual tariff rate items with the name of the underlying ocean carrier. Shipper/Consignee must request Carrier-Specific service at the time of shipment, or Shipper/Consignee must instruct carrier to provide Carrier-Specific service for all shipments of specific tariff line items.

### **Tariff Rule Information**

<b>022819-001:</b>	<b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 2-150:</b>	<b>DOCUMENTATION FEES</b>

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Except as otherwise provided all shipments will be subject to the following:

1. Documentation Fee: USD25 per B/L
2. SED Fee: USD35 per filing when carrier prepares and files shipper's Export Declarations (SED) with the U.S. government.

### **Tariff Rule Information**

<b>022819-001:</b>	<b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 2-160:</b>	<b>AMS CHARGES</b>

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Except as otherwise provided in tariff rate items, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. The amount of the charge shall be:  
 Cargo Declaration Data Charge  
 US\$35 per bill of lading
2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be:  
 Amendment Fee  
 US\$ 40 per correction
3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.
4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.
5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners that failed to provide the information required by this Rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any all costs incurred by Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

## **Tariff Rule Information**

<b>022819-001:</b>	<b>CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 2-170:</b>	<b>SUBMISSION OF CARGO DECLARATION DATA</b>

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

### **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 Service 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 Service 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,' 'Cargo, N.O.S.,' '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 Service 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 Service in accordance with Customs Service 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 tariff, and has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service 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 Service 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 Customs Service, 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

Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, 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 Service for all cargo to be loaded on its vessel within the time period required by Customs Service 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 Service (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 Service 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.

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than containerload cargo containing shipments by more than one Shipper.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 and 2-160 for charges to apply.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 3:	Rate Applicability Rule

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 4:	Heavy Lift

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 5:	Extra Length

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 6:	Minimum Bill of Lading Charges

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

The minimum charge per Bill of Lading, unless otherwise provided, shall be the charge for one ton of the commodity being shipped, exclusive of all surcharges.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 7:	Payment of Freight Charges

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

**A. CURRENCY**

Rates and charges are quoted in U.S. Currency and have been determined with due consideration to the relationship of U.S. currency to other currencies involved. In the event of any material change in this relationship, carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the rates and charges as required.

**B. PAYMENT IN U.S. DOLLARS**

Except as otherwise provided, freight and charges shall be prepaid in the United States in United States dollars.

**C. METHODS OF PAYMENT**

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

**D. PREPAID FREIGHT**

1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.

2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

**E. FREIGHT COLLECT**

All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

**F. CURRENCY CONVERTABILITY:**

**1. Conversion Provisions:**

In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

### **Tariff Rule Information**

<b>022819-001:</b>	<b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 8:</b>	<b>Bill(s) of Lading</b>

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Carrier's bill of lading includes the clauses on its front side and the Terms & Conditions are provided in Carrier's web-site at <http://www.canmedmaritime.com>.

### **Tariff Rule Information**

<b>022819-001:</b>	<b>CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)</b>
<b>Amendment No.:</b>	
<b>Rule 9:</b>	<b>Freight Forwarder Compensation</b>

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 10: Surcharges and Arbitraries

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not applicable.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 11: Minimum Quantity Rates

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

When two or more freight rates are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the TLI specifying a required minimum quantity either weight or measurement per container or in containers and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower TLI if, the weight or measurement declared for rating purposes is increased to the minimum level.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 12: Ad Valorem Rates

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

- A. 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.
- B. If the Shipper desires to be covered for a valuation in excess of 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 will 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.
- C. Where 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 three (3%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 13: Transshipment

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No.001 - Between (US and World)  
Amendment No.:  
Rule 14: Co-Loading in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

A. DEFINITION: For the purpose of this Rule "Co-Loading means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.

B. Carrier engages in co-loading by tendering cargo and/or receiving cargo from other NVOCC's.

C. When shipper's cargo is tendered for co-loading to other NVOCCs the tendering NVOCC shall be liable to the shipper to the full extent provided in its Bill of Lading (See Rule No. 8) and such Bill of Lading liability shall not be altered by co-loading.

D. Shippers are responsible for payment of rates and charges only to the extent that such rates and charges are provided in this tariff.

E. The carrier shall notify shippers that their cargo has been co-loaded by annotating each applicable Bill of Lading with the following statement:

"Cargo covered by this Bill of Lading has been co-loaded with cargo of (Name(s) of other NVOCC's)."

F. Carrier-to-Carrier Co-loading - Carrier engages in co-loading under agreement(s) with one or more other NVOCC's.

G. Shipper-to-Carrier Co-loading - When carrier engages in co-loading on a shipper-to-carrier basis, carrier is responsible for the payment of all charges assessed by the NVOCC to which cargo was tendered. Shipper is responsible for freight and charges only to the extent that such are set forth in this tariff.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 15: Open Rates in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 16: Hazardous Cargo

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, rate; except where a specific commodity rate is provided for in this tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable,

the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

Class 1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure

3 - Inflammable Liquids

4 - Inflammable Solids

5 - Oxidizing Substances and organic peroxide

6 - Poison and infectious substance

7 - Radioactive substance

8 - Corrosives

9 - Miscellaneous dangerous substance

10 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)

11 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 17:	Green Salted Hides in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 18:	Returned Cargo in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

### **Tariff Rule Information**

022819-001:	CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)
Amendment No.:	
Rule 19:	Shippers Requests in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Shipper request or complaints (including request for adjustment in rates, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page or Tariff Record.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 20: Overcharge Claims

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

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

### B. Overcharges

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

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.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 21: Use of Carrier Equipment

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff will be for the account of the cargo.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 22: Automobile Rates in Domestic Offshore Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 23: Carrier Terminal Rules and Charges

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

### A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond No.: **571600**

1. Issued By: **Washington International Insurance Company  
1200 Arlington Heights Road, Suite 400  
Itasca, IL 60143**

### B. Agent for Service of Process

1. CSC- Corporation Service Company, 2730 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833, will be CAN-MED LINES (CANADA) INC. legal agent for service of process.

2. In any instance in which CAN-MED LINES (CANADA) INC. cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

3. Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 26: Time/Volume Rates in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Time-Volume Rates (TVR) are subject to the following conditions:

1. Offering Period - TVR are offered for the period shown in the individual TVR.
2. Commodity - Commodity is as shown in the individual TVR.
3. Minimum Volume - The minimum volume is as shown in the individual TVR.
4. Enrollment - Shipper(s) and/or Consignee(s) desiring to ship cargo under a TVR shall notify the carrier in writing. Enrollment must be in the name of the shipper or consignee making the application. Carrier shall notify shipper/consignee of the Enrollment Number assigned. Once Shipper has accepted the TVR it shall remain in effect for the time specified, without amendment
5. Ports/Points - TVR apply only from/to specific ports/points shown in the individual TVR.
6. Except as specifically provided in the individual TVR, all rules, regulations, conditions and charges in this tariff are applicable to TVR's.
7. Cargo shall be rated as per the applicable TVR. If shipper/consignee fails to ship the required minimum then shipper/consignee shall pay the difference between the TVR minimum and the actual quantity shipped at the TVR rate (if two or more rates are provided, the lowest rate shall apply) or shipments shall be re-rated at the tariff rate in effect at time of shipment, whichever produces the lowest total charge.
8. Shipments shall be counted toward only one (1) TVR.
9. Beyond its obligations as a common carrier, the carrier makes no commitment to any defined service level, such as assured space, transit time, port rotation or similar service feature.
10. Carrier shall maintain records sufficient to justify the application of TVR, including enrollment form and Bills of Lading for a minimum period of five (5) years after the expiration of the TVR.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

Not Applicable.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 001 - Between (US and World)  
Amendment No.:  
Rule 28: Definitions

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

**CARGO, N.O.S.** - means cargo (articles) not otherwise more specifically described in or provided for in this tariff.

**CARRIER** - means publishing carrier and/or inland U.S. Carriers.

**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 1/3 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 rate items of this tariff.

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

**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-rate item in this tariff.

**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 CAN-MED LINES (CANADA) INC., a Non-Vessel Operating Common Carrier (NVOCC) registered with the U.S. Federal Maritime Commission under FMC Organization No. 022819.

**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.

## Tariff Rule Information

022819-001: CAN-MED LINES (CANADA) INC.. - FMC Tariff No. 001 - Between (US and World)  
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 01JUNE2010 Thru: NONE Expires: NONE Publish: 01JUNE2010

### EXPLANATION OF ABBREVIATIONS

A -----	Increase	K/D -----	Knocked Down
AC -----	Atmosphere Controlled	KDF -----	Knocked Down Flat
Ad. Val. -----	Ad Valorem	Kilos -----	Kilograms
AI -----	All Inclusive	K/T -----	Kilo Ton
A.Q. -----	Any Quantity	Lb -----	Pound or Pounds
B -----	Barge	LCL or LTL-----	Less than Container Load
B.F. -----	Board Foot or Board Feet	LS -----	Lumpsum
B/L -----	Bill of Lading	L/T -----	Long Ton (2240 Lbs)
BAF -----	Bunker Adjustment Factor	LT/40 -----	Long Ton (2240 lbs.) or 40 Cubic Feet
BM -----	Board Measurement	M -----	1 Cubic Meter
C -----	Change in tariff Item	Max. -----	Maximum
CAF -----	Currency Adjustment Factor	MBF or MBM -----	1,000 Feet Board Measure
CBM, CM or M3 -	Cubic Meter	Min -----	Minimum
CC -----	Cubic Centimeter	MM -----	Millimeter
CFS -----	Container Freight Station	N/A -----	Not Applicable
CFT -----	Cubic Foot or Cubic Feet	NHZ -----	Non-Hazardous
CLD -----	Chilled	N.O.S. -----	Not otherwise specified
CM -----	Centimeter	OT -----	Open Top
Cntr(s) -----	Container(s)	P -----	Pier
CU -----	Cubic	Pkg. or Pkgs. -----	Package or Packages
CWT -----	Cubic Weight	PRC -----	People's Republic of China
CY -----	Container Yard	PRVI -----	Puerto Rico and U.S. Virgin Islands
D -----	Door	R -----	Reduction
DDC -----	Destination Delivery Charge	RE -----	Reefer / Refrigerated
E -----	Expiration	R/T -----	Revenue Ton
Etc. -----	Et Cetera	RY -----	Rail Yard
F.A.K. -----	Freight All Kinds	SL&C -----	Shipper's Load and Count
F.A.S. -----	Free Alongside Ship	Sq. Ft. -----	Square Foot or Square Feet
FB -----	Flat Bed	S/T -----	Short Ton (2000 lbs.)
FCL -----	Full Container Load	SU or S/U -----	Set Up
FEU -----	Forty Foot Equivalent Unit	T -----	Terminal
F.I. -----	Free In	TEU -----	Twenty Foot Equivalent Unit
F.I.O. -----	Free In and Out	THC -----	Terminal Handling Charge
F.I.O.S. -----	Free In, Out and Stowed	TLI -----	Tariff Line Item
F.O. -----	Free Out	TRC -----	Terminal Receiving Charge
F.O.B. -----	Free On Board	TRI -----	Tariff Rate Item, same as TLI
FMC-- -----	Federal Maritime Commission	USA -----	United States of America
FR -----	Flat Rack	USD -----	United States Dollars
FRZ -----	Frozen	VEN -----	Ventilated
Ft. -----	Feet or Foot	Viz. -----	Namely
GOH -----	Garment on Hanger	Vol. -----	Volume
H -----	House	W -----	Weight
HAZ -----	Hazardous	W/M -----	Weight/Measure
I -----	New or Initial Tariff Matter		
I.D. -----	Inside Diameter		
IM -----	Insulated		
I&S -----	Iron or Steel		

## **Tariff Rule Information**

022819-001: CAN-MED LINES (CANADA) INC... - FMC Tariff No. 1  
Amendment No.:  
Rule 30: Access to Tariff Information

This tariff is published on the Internet web site of CAN-MED LINES (CANADA) INC. at:  
[www.canmedmaritime.com](http://www.canmedmaritime.com)

Interested parties should contact Jill Villaranda by email at [jill@canmedmaritime.com](mailto:jill@canmedmaritime.com) for information concerning access to and cost for use of the tariff. Please refer to the tariff profile or title page for additional contact information.