

CLOUD OCEAN LINE LIMITED
FMC TARIFF 024791-001
RULES SECTION

Rule 1 Scope

effective date = 09Dec2013

Rules and conditions named herein apply to the transportation of cargo between ports and points listed in Paragraph A and ports and points listed in Paragraph B.

A. Between ALL PORTS/POINTS OF CALL in the USA or countries considered territories, properties or dependencies of the USA;

1. GROUP: USA AND DOMESTIC COUNTRIES include:

America Samoa	Puerto Rico
Guam	United States
Johnston Atoll	US Virgin Islands
Midway Islands	Wake Island
Northern Mariana Islands	

a) GROUP: US BASE PORTS includes (See Note):

1) GROUP: ATLANTIC BASE PORTS includes:

Baltimore, MD	Boston, MA
Charleston, SC	Miami, FL
New York, NY	Norfolk, VA
Savannah, GA	Wilmington, NC

2) GROUP: GULF BASE PORTS includes:

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

3) GROUP: PACIFIC BASE PORTS includes:

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

b) GROUP: DOMESTIC BASE PORTS includes:

Pago Pago, AQ	Rota, CQ
Guam, GQ	San Juan, RQ
Johnston Atoll, JQ	Saint Croix, VQ
Midway Island, MQ	Wake Island, WQ
St. Thomas, USVI	

NOTE: Base Port Groups also apply as interchange ports.

B. AND ALL PORTS/POINTS OF CALL in the following countries To/From Which Rates Apply:

1. GROUP: EUROPE COUNTRIES includes;

Austria	Hungary
Belgium	Liechtenstein
Czech Republic	Luxembourg
France	Netherlands
Germany	Switzerland

a) GROUP: EUROPE BASE PORTS includes; (See Note)

Antwerp, BE	Hamburg, GM
Bremen, GM	Rotterdam, NL
Bremerhaven, GM	

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b) GROUP: FRENCH ATLANTIC BASE PORTS includes;
LeHavre, FR Dunkirk, FR
Sete, FR Rouen, FR
Montoir De Bretagne, FR

2. GROUP: UK COUNTRIES includes;
Guernsey Man, Isle of
Ireland United kingdom
Jersey

a) GROUP: UK BASE PORTS includes; (See Note)
Felixstowe, UK London, UK
Liverpool, UK Manchester, UK
Thamesport, UK Tilbury, UK

3. GROUP: SCANDINAVIA COUNTRIES includes;
Denmark Jan Mayen
Faroe Islands Norway
Finland Svalbard
Greenland Sweden
Iceland

a) GROUP: SCANDINAVIA BASE PORTS includes; (See Note)
Aarhus, DA Thule, GL
Gothenburg, SW Trondheim, NO
Helsinki, FI Vaag, FO
Reykjavik, IC

4. GROUP: BALTIC COUNTRIES includes;
Poland Belarus
Estonia Latvia
Lithuania Russia

a) GROUP: BALTIC BASE PORTS includes; (See Note)
Gdansk, PL Leningrad, RU

5. GROUP: MED COUNTRIES includes;
Albania Malta
Algeria Monaco
Andorra Morocco
Cyprus Portugal
Gaza Strip San Marino
Gibraltar Spain
Greece Syria
Israel Tunisia
Italy Vatican City
Lebanon Bosnia & Herzegovina
Libya Croatia
Macedonia Montenegro
Slovenia Yugoslovaia, Federal Republic
Serbia Kosovo

a) GROUP: MED BASE PORTS includes; (See Note)
Bar, YO Monaco, MN
Beirut, LE Oran, AG
Bilbao, SP Piraeus, GR
Durazzo, AL Tangier, MO
Gibraltar, GI Tripoli, LV
Haifa, IS Tunis, TS
Latakia, SY Valetta, MT

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Leghorn, IT	Barcelona, SP
Genoa, IT	Valencia, SP
Algeciras, SP	

b) GROUP: MED FRANCE PORTS includes; (See Note)
Fos Sur Mer, FR

6. GROUP: BLACK SEA COUNTRIES includes;
Bulgaria Turkey
Romania Ukraine
Russia Georgia

a) GROUP: BLACK SEA BASE PORTS includes; (See Note)
Braila, RO Lom, BU
Istanbul, TU Odessa, UR

7. GROUP: MID-EAST COUNTRIES includes;
Bahrain Oman
Egypt Qatar
Iran Saudi Arabia
Iraq United Arab Emirates
Jordan Yemen
Kuwait West Bank

a) GROUP: MID EAST BASE PORTS includes; (See Note)
Abu Dhabi, TC Damman, SA
Alexandria, EG Doha, QA
Aqaba, JO Hodeidah, YM
Baghdad, IZ Kuwait, KU
Bahrain, BA Muscat, MU
Bandar Abbas Port Said, EG

8. GROUP: INDIA SUB-CONTINENT COUNTRIES includes;
Afghanistan Maldives
Bangladesh Nepal
Burma Pakistan
India Sri Lanka

a) GROUP: INDIA SUB-CONTINENT BASE PORTS includes;
(See Note)
Bombay (Mumbai), IN Colombo, CE
Chittagong, BG Rangoon, BM
Pasni, PK Karachi, PK
Port Qasim, PK Nhava Sheva, IN
Kolkata, IN Cochin, IN
Tuticorin, IN Dhaka, BD
Mundra, IN Pipapava, IN
Vizag, IN

9. GROUP: SE ASIA COUNTRIES includes;
Cambodia Thailand
Laos Vietnam
Malaysia

a) GROUP: SE ASIA BASE PORTS includes; (See Note)
Bangkok, TH Hanoi, VM
Cheko, CB Kelang, MY
Ho Chi Minh, VN Haiphong, VN
Tan Cang, VN Phnom Penh, KH
Sihanoukville, KH Laem Chabang, TH
Penang, MY Johore Bahru, MY

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Tanjung Pelepas, MY Cebu, PH
Surabaya, ID Semarang, ID

10. GROUP: FAR EAST COUNTRIES includes;
Hong Kong Singapore
Indonesia Taiwan
Japan Philippines
Korea

a) GROUP: FAR EAST BASE PORTS includes; (See Note)
Busan, KS Manila, RP
Djakarta, ID Keelung, TW
Hong Kong, HK Kobe, JA
Gensan, HK Inchon, KR
Kwangyang, KR Taichung, TW
Nagoya, JP

b) GROUP: JAPAN BASE PORTS includes; (See Note)
Kobe, JA Osaka, JA
Tokyo, JA Yokohama, JA
Nagoya, JA

c) GROUP: TAIWAN BASE PORTS includes; (See Note)
Kaohsing, TW Keelung, TW
Taichung, TW

11. GROUP: CHINA and OTHER ASIA COUNTRIES includes;
China Mongolia
Macau Parcel Islands

a) GROUP: ASIA BASE PORTS NOS includes; (See Note)
Macao, CH Macau, MC

b) GROUP: CHINA PORTS NOS includes; (See Note)
Chiwan, CH Yantian, CH
Shekou, CH Dachan, CH
Nansha, CH Guangzhou, CH
Huangpu, CH Zhongshan, CH
Zhuhai, CH Shunde, CH
Foshan, CH Shantou (In GD), CH
Xiamen, CH Fuzhou (In FJ), CH
Ningbo (In ZJ), CH Shanghai, SH, CH
Nanjing (In JS), CH Qingdao, CH
Yantai (In SD), CH Xingang (In TJ), CH
Dalian (in LN), CH

12. GROUP: SOUTH PACIFIC COUNTRIES includes;
Ashmore and Cartier New Caledonia
Islands Palmyra Atoll
Australia Niue
Baker Island Spratly Islands
Brunei Norfolk Island
Christmas Island Papua New Guinea
Cocos (Keelung) Islands Tokelau
Cook Island Pitcairn Islands
Coral Sea Islands Tromelin Island
Federated States of Solomon Islands
Micronesia Tonga
Fiji Trust Territory of
French Polynesia the Pacific
Kiribati Tuvalu

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Marshall Islands	Vanuatu
Nauru	Western Samoa
New Zealand	Wallis and Futuna
Heard Island and Mcdonald Island	Howland Island
Kingman Reef	Jarvis Island

a) GROUP: SOUTH PACIFIC BASE PORTS includes;
(See Note)

Auckland, NZ	Papeete, FP
Auki, BP	Port Moresby, PP
Brunei Town, BX	Port Vila, NH
Ebeve, RM	Rarotonga, CW
Saipan, PS	Haapia, TN
Suva, FJ	Nauru Island, NR
Sydney, AS	Niue Island, NE
Tarawa, KR	Noumea, NC
Tuvalu, TV	

b) GROUP: AUSTRALIA BASE PORTS includes;
Adelaide, AS Melbourne, AS
Fremantle, AS Sydney, AS

c) GROUP: NEW ZEALAND BASE PORTS includes;
Auckland, NZ

13. GROUP: AFRICA COUNTRIES includes;

Angola	Madagascar
Bassas Da India	Malawi
Benin	Mali
Botswana	Mauritania
Burkina	Mauritius
Burundi	Mayotte
Cameroon	Morocco
Cape Verde	Mozambique
Central African Republic	Namibia
Chad	Niger
Comoros	Nigeria
Congo	Reunion
Djibouti	Rwanda
Equatorial Guinea	Sao Tome and Principe
Ethiopia	Senegal
Europa Island	Seychelles
Gabon	Sierra Leone
Gambia, The	Somalia
Ghana	South Africa
Glorioso Islands	Sudan
Guinea	Swaziland
Guinea-Bissau	Tanzania, United
Ivory Coast	Rep. of
Juan De Nova Island	Togo
Kenya	Uganda
Lesotho	Western Sahara
Liberia	Zaire
Zambia	Zimbabwe

a) GROUP: AFRICA BASE PORTS includes; (See Note)

Abidjan, IV	Luba, EK
Assab, ET	Mahe, SE
Banjul, GA	Maputo, MZ
Berbera, SO	Matadi, CG

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Bissau, PU	Mombasa, KE
Casablanca, MO	Monrovia, LI
Conakry, GV	Moroni, CN
Cotonou, BN	Nouakchott, MR
Dakar, SG	Pointe Des Galets, RE
Dar Es Salaam, SG	Pointe Noire, CF
Djibouti, DJ	Port Gentil, GM
Douala, CM	Port Louis, MP
Durban, SF	Port Sudan, SU
Freetown, SL	Praia, CV
Jinja, UG	Principe, TP
Lagos, NI	Tamatave, MA
Lome, TO	Tema, GH
Luanda, AO	Walvis Bay, WA

a) GROUP: EAST AFRICA BASE PORTS includes; (See Note)

Dakar, SG	Pointe Des Galets, RE
Dar Es Salaam, SG	Port Louis, MP
Mahe, SE	Tamatave, MA
Mombasa, KE	Tanga, TZ
	Zanzibar, TZ

14. GROUP: SOUTH AMERICA COUNTRIES includes;

Argentina	Falkland Islands
Belize	French Guiana
Bolivia	Guyana
Brazil	Paraguay
Chile	Peru
Colombia	Suriname
Ecuador	Uruguay
	Venezuela

a) GROUP: SOUTH AMERICA BASE PORTS includes;
(See Note)

Albina, NS	Lima, PE
Antofagasta, CI	Montevideo, UY
Belize City, BH	Puerto Cabello, VE
Buenos Aires, AR	Santos, BR
Cayenne, FG	Tolu, CO
Georgetown, GY	Villeta, PA
Guaqui, BL	Fortaleza, BR
Guayaquil, EC	Cartgena, CO
Degrad-des-Cannes, FG	Turbo, CO
Belem, BR	Santa Marta, CO
La Guaira, VE	

15. GROUP: CENTRAL AMERICA COUNTRIES includes;

Costa Rica	Mexico
El Salvador	Nicaragua
Guatemala	Panama
Honduras	

a) GROUP: CENTRAL AMERICA BASE PORTS includes;
(See Note)

Colon, PM	San Salvador, ES
Managua, NU	Santo Tomas, GT
Puerto Cortes, HO	Veracruz, MX
Puerto Limon, CS	Manzanillo, PM
Almirante, PM	

16. GROUP: CARIBBEAN COUNTRIES includes;

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Anguilla	Guadeloupe
Antigua and Barbuda	Haiti
Aruba	Jamaica
Bahamas, The	Martinique
Barbados	Montserrat
Bermuda	Navassa Island
British Virgin Islands	Netherlands Antilles
Cayman Islands	St Kitts and Nevis
Cuba	St Lucia
Dominica	St Vincent and the
Dominican Republic	Grenadines
Grenada	Trinidad and Tobago
Turks and Caicos Islands	

a) GROUP: CARIBBEAN BASE PORTS includes; (See Note)

Antigua, AC	Pointe a Pitre, GP
Basseterre, SC	Port au Prince, HA
Bridgetown, BB	Port Castries, TD
Fort De France, MB	Port of Spain, TD
Freeport, BF	Roseau, DO
Georgetown, CJ	Saint Georges, GJ
Hamilton, BD	Salt Cay, TK
Kingston, JM	Santa Clara, CU
Kingstown, VC	Santo Domingo, DR
Plymouth, MH	The Road, AV
Saint Maarten, NE	Tortola, VI
Rio Haina, DR	

17. GROUP: FOREIGN COUNTRIES NOS includes;

Antarctica	French Southern and Antarctic
Canada	St Pierre and Miquelon
Clipperton Island	South Georgia and the South SA

a) GROUP: FOREIGN BASE PORTS NOS includes; (See Note)

Montreal, CA	St Pierre, SB
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NOTE: Base Port Groups also apply as interchange ports.

Rule 1-A Intermodal Transportation/Substituted Service

effective date = 09Dec2013

INTERMODAL TRANSPORTATION/THROUGH RATES

A. Carrier will provide through intermodal service via combinations of air, barge, motor and rail service.

B. Intermodal Rates will be shown as single-factor through rates as specified in individual TLI's, or combination through rates constructed by the addition of applicable inland factors.

C. Carrier's liability will be determined in accordance with the provisions indicated in their Bill of Lading.

D. This tariff contains local, through and proportional rates as defined in 46 CFR Part 514.2.

SUBSTITUTED SERVICE (ALTERNATE PORT SERVICE)

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of

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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 Shippers would have borne had the shipment cleared through the port originally intended.

Rule 1-B US/Domestic Inland Charge Application

effective date = 09Dec2013

Unless otherwise specified on individual Tariff Rate Items, a charge applicable to the inland carriage of cargo in US/Domestic countries may apply as follows:

USD 10,000.00

Rule 1-C Foreign Inland Charge Application

effective date = 09Dec2013

Unless otherwise specified on individual Tariff Rate Items, a charge applicable to the inland carriage of cargo in foreign countries may apply as follows:

USD 10,000.00

Rule 2 Application of Rates and Charges

effective date = 09Dec2013

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.

Rates from ports and points in the USA to ports and points in Central America - Guatemala, Belize, Honduras, Nicaragua, Costa Rica and Panama - are to be calculated on 500 KGS (W) or 1 CBM (M), whichever provides the greater revenue.

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

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Carrier will be billed in an equal amount to the Owner, Shipper, or Consignee of the Cargo.

The "Point" (i.e. Port-to-Point, Point-to-Point, Point-to-Port) rates named in this Tariff are applicable From/To Inland Points which lie beyond port terminal areas. Such rates will be shown as single-factor through rates or combination through rates constructed by the addition of applicable inland rate factors. 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. 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 Import/Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Import/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

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subject to Bill of Lading limit of value.

All inclusive rates referenced by the term "All Inclusive" shall NOT be subject to CAF, BAF and TRC.

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 Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S., Refrigerated Cargo, N.O.S. rate will apply (for definition of Dangerous/Hazardous Cargo, N.O.S., See Rule 16).

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.

Rule 2-A Advance Charge Collection Fee

effective date = 09Dec2013

Shipper's Advance Charge on Bills of Lading for collection from Consignees are accepted, without Carrier's responsibility and at the full risk of the Shipper provided they do not relate in any part to cost of the cargo and ocean freight thereon, but which only cover carrying and other legitimate expenses to F.O.B. export steamer. Such charges must be shown in U.S. Dollars and must be supported by vouchers. On the amount of Advance Charges, the Carrier will assess a Collection Charge of Ten (10%) Percent of such charges.

Rule 2-B Cargo Service Fee

effective date = 09Dec2013

Where an underlying VOCC establishes a surcharge to be assessed at the per container level, carrier reserves the option of accessing such charge against the cargo on a W/M basis. Such charge would be factored according to the total container utilization to the destination.

Rule 2-C Bill of Lading Charge (Documentation Fee)

effective date = 09Dec2013

A Bill of Lading Charge will Apply as Follows:

B/L Charge LTL \$ 50.00 per B/L
FCL \$100.00 per B/L

Rule 2-D US Destination Documentation Fee

effective date = 09Dec2013

From all countries to the USA, when reference made hereto, a Documentation fee of \$50.00 / BOL applies on FCL shipments and \$30.00 / BOL applies on LCL shipments.

Rule 2-E Seal/Re-Sealing Charge

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effective date = 09Dec2013

The term "HIGH SECURITY SEAL AND SEAL/RE-SEALING CHARGE" filed in the rate tariffs will have the same meaning as "SEAL/RE-SEALING CHARGE".

1. Shipper shall be responsible for supplying and affixing high security container seals on all Shipper-packed containers tendered for transportation to Carrier. Shipper shall be responsible to meet or exceed applicable international, national and industry standards for such seals, including standards for electronic or machine-readable seals, if applicable. Such standards shall include, but not be limited to, standards and requirements imposed by the ISO, including current PAS ISO 17712 standards for high-security seals, the statutes and regulations of the United States and other governments, and any requirements imposed by applicable port authorities.
2. In the event Shipper tenders to Carrier a container that is not properly sealed as required by this rule, Carrier may, at its sole option, 1) reject the container, 2) affix a seal to the container, or 3) take such other measures as Carrier deems proper and prudent under the circumstances. Shipper shall indemnify and defend the Carrier in respect to all costs, penalties and damages resulting from its tender of unsealed or improperly sealed containers.
3. In the event Carrier elects to place a seal on Shipper's container, Carrier does not undertake to inspect or weigh the cargo and no representation or confirmation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars furnished or made by or on behalf of the Shipper.
4. In the event the Carrier elects to place a seal on a container, Carrier may allow to recover the costs from the Shipper in addition to penalties and damages, if any, recovered pursuant to paragraph 2 hereof, and shall be paid on a collect basis at destination.
5. Carrier's election to place a seal on a container shall be prima facie evidence that the container was received in an unsealed condition from the Shipper.
6. Unless otherwise specifically indicated in a particular rate item and/or individual service contract, for all export shipment from the place of cargo receipt listed below that Carrier is to supply the seal to Shipper at the time of releasing empty equipment and/or any subsequent re-sealing of container, the following Seal/Re-Sealing Charge will be assessed prior to release of Bill of Lading. [See Note]

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Place of Cargo Receipt -----	Charge Per Seal -----
China (PRC)	CNY 40.00
Hong Kong, HK and Macau, MO	HK\$ 40.00
Taiwan	NTD 100.00
Vietnam	US\$ 5.00
Indonesia	US\$ 4.00
Cambodia	US\$ 3.00 [Note 1]
Philippines	PHP 150.00
Singapore	SGD 10.00
Korea	KRW 5000.00
Malaysia	MYR 12.00
Myanmar	MMK 3000.00
Thailand	THB 120.00

Note 1: For cargo receipt at Cambodia, this charge does not have to be manifested but is to be collected through local billing practices.

Rule 2-F Port Terminal Security Charge at Discharge

effective date = 09Dec2013

All shipments to USA locations as defined below are subject to the following Port Terminal Security Charge

\$13.00 per B/L

Rule 2-G Electronic Data Interchange Fee

effective date = 09Dec2013

The term "Electronic Data Interchange (EDI) Fee" filed in the rate tariffs will have the same meaning as "Electronic Data Interchange Fee".

Unless otherwise specifically provided for, for shipment moving under Bill of Lading of origin(s) listed below, an Electronic Data Interchange (EDI) Fee in the following amount (Malaysian Ringgit) will be assessed. This fee does not have to be manifested but is to be collected through local billing practices.

Origin -----	Per Bill of Lading -----
Port Kelang, MY	MYR 30.00
Kuantan, MY	MYR 30.00
Penang, MY	MYR 30.00

Rule 2-H Panama Canal Charge

effective date = 09Dec2013

A charge of US\$337 per container; US\$8.00/CBM; US\$18/MT and 6% For Unit Rated Cargo will be assessed by the carriers for all cargo (including contract, TVR and tariff cargo) moving via the Panama Canal. This charge is to be paid together with ocean freight.

Rule 2-I Suez Canal Charge

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A charge of US\$65/20'; \$130 for containers of all other sizes; US\$2.50/CBM; US\$3.50/MT 6% for unit rated cargo will be assessed for all cargo (including contract, TVR and tariff cargo) moving via the Suez Canal. This charge is to be paid together with ocean freight.

Rule 2-J Alameda Corridor Charge

effective date = 09Dec2013

Unless otherwise specified, an Alameda Corridor Surcharge will be applied for all cargoes which move by rail to or from Long Beach and Los Angeles in the following amounts:

Per 20-foot container (20')	- US\$22.00
Per 40-foot container (40' x 8'6")	- US\$43.00
Per 40-foot container (40' x 9'6")	- US\$43.00
Per 45-foot container (45')	- US\$49.00

Effective 04Jan2013:

Per 20-foot container (20')	- US\$23.00
Per 40-foot container (40' x 8'6")	- US\$45.00
Per 40-foot container (40' x 9'6")	- US\$45.00
Per 45-foot container (45')	- US\$51.00

Rule 2-K Chassis Usage Fee at Destination

effective date = 09Dec2013

A chassis usage fee will apply on all shipments to the USA as follows:

\$60.00 per container on FCL shipments
\$3.00 per WM on LCL shipments

Rule 2-L US Customs Submission of Cargo Declaration (AMS Charge)

effective date = 09Dec2013

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 in the 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 submit the following information regarding such cargo to Carrier in writing (including by electronic transmission) not later than the cutoff time for the Shippers Instructions established for the vessel as set forth in carriers published schedules or on the Carrier's website:

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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 such as "FAK," "General Cargo," "Chemicals," "Foodstuffs," and "Said to Contain" are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the 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. 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. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

1. Notice of Status. Each NVOCC that will file cargo declaration information with the Customs Service either directly or through a third party vendor shall, prior to the first time it books cargo with the Carrier, notify the Carrier in writing that it will submit the cargo declaration information to the Customs Service and indicate whether it will do so directly or through a third party vendor. If the NVOCC will use a third party vendor, the written notification shall include the name, address and contact information for the vendor.

2. Second Notify Party. Any FMC-licensed or registered NVOCC with a Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the Customs Service shall identify the Carrier as "Second Notify Party" in the data submitted to the Customs Service. Until such time as Carrier informs the NVOCC that the identification of Carrier as Second Notify Party permits the Carrier to ascertain which cargo may be loaded, the NVOCC shall be required to provide the certification described in subparagraph B(3) below.

3. Certification; Advice of "Hold" Notices. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph B(2) above that it is not required to do so, in lieu of the information required to be

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submitted pursuant to paragraph A of this rule, provide the Carrier, prior to the specified manifest information cut-off time set forth in paragraph A 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. In addition, all such NVOCCs shall advise Carrier immediately (but in no event later than the loading of the cargo) of any "hold" notice the NVOCC receives from the Customs Service.

4. NVOCC Co-Loading. For purposes of this subparagraph B(4), 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 and it shall comply with subparagraph B(2) and/or B(3) above. 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 B(3) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

5. In the event an NVOCC requests a booking of consolidated shipments in one or more containers, Carrier will require cargo declaration information as defined above for each of the individual shipments therein.

6. All NVOCCs shall be subject to Paragraphs C and D of this rule.

C. 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 therein; or

(ii) the certification required by paragraph B 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-

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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 attorneys' fees) incurred in connection with such legal action.

D. Indemnification of Carrier.

If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide in a complete and accurate manner, the information required by, or otherwise comply with 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. In addition, such shipper, consignee, cargo owners or NVOCC's and their agents shall be jointly and severally liable to defend and to hold harmless Carrier from and against any and all claims, demands, actions, causes of actions, liabilities, costs and expenses (including reasonable Attorneys' fees) etc., caused by, arising out of or resulting from any failure to comply with this rule and/or the regulations of the U.S. Customs Service. Such indemnity shall include extraordinary amounts necessarily incurred for vessel operating expenses, including but not limited to, rehandling, transshipment charges etc. 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.

E. National Security 24 Hour Manifest Charge

US Customs Manifest Charge The term "National Security 24 Hour Manifest Charge" filed herein and/or in service contracts will have the same meaning as "US Customs Manifest Charge".

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 National Security 24 Hour Manifest Charge shall be payable to Carrier for each bill of lading, including Master 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:

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USD 25.00 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:

USD 40.00 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 National Security 24 Hour Manifest Charge and any amendment fees will appear on the bill of lading and can be prepaid or collect. Carrier has the right to hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. The charge in paragraph 1 of this clause shall not apply to bills of lading for which shipper or its authorized agent provides the advance cargo declaration data to Carrier via an electronic or EDI method requiring no further re-input on the part of the carrier.

Rule 2-M Maritime Security Levy (MSL)

effective date = 09Dec2013

Unless otherwise specifically indicated in a particular rate item and/or in individual service contract, the following Maritime Security Levy (MSL) will be assessed for all export shipment:

US\$ 10.00 per container

The above charges are applicable to both tariff and service contract cargo. It must be shown on the bill(s) of lading and paid at the same time and place as the base ocean freight. [See Note]

Note:

This charge is not applicable for cargo receipt at Taiwan.

Rule 2-N PierPass Fee (PPF)

effective date = 09Dec2013

Unless otherwise stated, all rates in this tariff for cargo entering or exiting the marine terminal gates by road in the ports of Los Angeles or Long Beach during Peak Hours (Monday through Friday, 3:00AM to 6:00PM) will be subject to a Traffic Mitigation Fee in the following amounts that will be assessed by PierPASS.

In the event that PierPASS assesses the fee to the carrier,

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the carrier will pass this fee on to the account of the cargo.

\$ 4.00 per CBM for LCL

Exceptions: The Traffic Mitigation fee will not be assessed for empty containers and chassis, domestic containers, transshipments to other ports or for intermodal containers departing or arriving via the Alameda Corridor for Import or Export where the Alameda fee has been assessed.

Rule 2-0 Clean Truck Fee (CTF)

effective date = 09Dec2013

A Clean Truck Fee will apply to all Truck moves to or from Los Angeles/Long Beach as follows:

LCL rate - \$2 per CBM

Please note that that the CTF will be charged to the beneficial cargo owner, or owner of the containerized cargo, and applied on all truck moves that do not meet the Clean Truck exemption requirements established by the Ports of Los Angeles and Long Beach. This includes all carrier rail moves entering and exiting the terminals. On-dock rail moves and inter-terminal moves are not subject to the charge.

[Pass through pursuant to 46 CFR 520.8(b)(4).]

Rule 3 Rate Applicability Rule

effective date = 09Dec2013

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.

Rule 4 Heavy Lift

effective date = 09Dec2013

In addition to the rates shown herein, all Pieces or Packages weighing five (5) tons and over, shall be assessed the following scale of rates per ton of specifically provided within individual items:

From 5 Tns up to and incl. 6 Tns	\$ 17.00 Per 1,000 Kgs.
Over 6 Tns up to and incl. 7 Tns	20.00 Per 1,000 Kgs.
Over 7 Tns up to and incl. 8 Tns	25.00 Per 1,000 Kgs.
Over 8 Tns up to and incl. 9 Tns	30.00 Per 1,000 Kgs.
Over 9 Tns up to and incl. 10 Tns	35.00 Per 1,000 Kgs.
Over 10 Tns up to and incl. 15 Tns	45.00 Per 1,000 Kgs.
Over 15 Tns up to and incl. 20 Tns	65.00 Per 1,000 Kgs.
Over 20 Tns up to and incl. 25 Tns	85.00 Per 1,000 Kgs.
Over 25 Tns up to and incl. 30 Tns	100.00 Per 1,000 Kgs.
Over 30 Tns up to and incl. 35 Tns	120.00 Per 1,000 Kgs.

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Over 35 Tns up to and incl. 40 Tns	140.00 Per 1,000 Kgs.
Over 40 Tns up to and incl. 45 Tns	155.00 Per 1,000 Kgs.
Over 45 Tns up to and incl. 50 Tns	175.00 Per 1,000 Kgs.
Over 50 Tns up to and incl. 55 Tns	195.00 Per 1,000 Kgs.
Over 55 Tns up to and incl. 60 Tns	215.00 Per 1.000 Kgs.
Over 60 Tns.....	Apply to Carrier

Rule 5 Extra Length

effective date = 09Dec2013

In addition to the rates shown herein, all Pieces or Packages measuring over 35 Linear Feet in length shall be assessed the following additional rates on the entire measurement of the Piece or Package on W/M basis as freighted, unless otherwise provided within individual items:

Over 35 Feet, up to and including 45 Feet.....	\$2.50
Over 45 Feet, up to and including 50 Feet.....	\$3.25
Over 50 Feet, add to the rate for 50 Feet \$2.50 for each additional 5 Feet, or fraction thereof.	

Rule 6 Minimum Bill of Lading Charge

effective date = 09Dec2013

Minimum Bill of Lading Charge will be \$500.00.

Rule 7 Payment of Freight Charges

effective date = 09Dec2013

All freight and other charges on the Bill of Lading are to be prepaid and due and payable in lawful currency of the United States when billed. Collect shipments can be accepted only by prior agreement in which case the rate of exchange ruling the day of receipt of cargo by carrier, in accordance with Rule 3, shall apply.

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

Rule 8 Bill(s) of Lading

effective date = 09Dec2013

Please see the following sub-rules.

Rule 8-A House Bill of Lading

effective date = 09Dec2013

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1. LAW AND JURISDICTION

1.1 The contract evidenced by or contained in this Bill of Lading shall be governed by and construed in accordance with the laws of Hong Kong.

1.2 Any claim against Carrier under this Bill of Lading or otherwise arising from the Carriage or in relation to the Goods shall be determined exclusively by the Courts of Hong Kong to which jurisdiction Merchant hereby irrevocably submit. Merchant agrees that it shall not institute legal proceedings in any other Courts and shall Indemnify Carrier for all legal costs and expenses incurred by Carrier to stay or remove a suit filed in another forum.

1.3 Carrier shall be entitled to bring any legal proceedings against Merchant in the Courts of Hong Kong or in any other jurisdiction (including jurisdiction(s) where Merchant has a place of business or assets) and legal proceedings by Carrier in any one or more jurisdictions shall not preclude legal proceedings by it in any other jurisdiction, whether concurrent or not.

2. DEFINITIONS

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In this Bill of Lading, unless the context otherwise requires:

Carriage means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of Carrier in relation to the Goods covered by this Bill of Lading.

Carrier means Cloud Ocean Line Ltd. (trading as Cloud Ocean Line), Unit 1516-20, 15/F, Nan Fung Commercial Centre, 19 Lam Lok Street, Kowloon Bay, Kowloon, Hong Kong on whose behalf this Bill of Lading has been signed.

Combined Transport arises if either or both of the Place of Receipt and the Place of Delivery are duly indicated in the relevant boxes on the face hereof.

Container includes any type of container, trailer, transportable tank, platform, lift van, flat, pallet, skid, and any other articles used to consolidate or transport goods and including any ancillary or associated equipment.

Freight includes the freight and all charges, demurrage, detention costs and all expenses and other monetary obligations, including (without limitation) duties, taxes and dues payable by Merchant to Carrier in accordance with Carriers applicable Tariffs or this Bill of Lading.

Goods means the whole or any part of the cargo received by or for Carrier from Merchant for Carriage under this Bill of Lading and includes any Container, packing or equipment not supplied by or for Carrier.

Hague Rules means the provisions of the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

Hague-Visby Rules means Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applying the Hague-Visby Rules.)

Indemnify includes defending, indemnifying and holding harmless, including in respect of legal costs and expenses.

Liabilities includes any and all claims, demands, losses, damages, liabilities, fines, penalties, costs and expenses (including legal costs and expenses) of whatsoever nature and howsoever arising.

Merchant includes any person who is or at any time has been or becomes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of or otherwise having any interest in the Goods or this Bill of Lading, and any person acting on behalf of any such persons aforesaid.

Pomerene Act means the United States Federal Bill of Lading Act 1916 49 U.S.C. 801 or any amendments thereto.

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Port to Port Shipment arises if the Carriage is not Combined Transport.

Rights and Defences includes any and all rights, defences, exemptions, limitations of liability, liberties, immunities and benefits of whatsoever nature and howsoever acquired.

Sub-Contractors includes owners, charterers and operators of Vessels, stevedores, terminal operators, forwarders, groupage operators, consolidators, warehousemen, road, rail and air transport operators, longshoremen, and any independent contractors and sub-contractors of all degrees employed or engaged directly or indirectly by Carrier for or in performance of the Carriage and including the respective officers, employees and agents of such persons aforesaid.

U.S.A. means the United States of America.

US Carriage means carriage to, from or through any port of the U.S.A.

US COGSA means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936.

Vessel includes the vessel(s) named on the front hereof and any substitute vessel, feeder vessel, lighter or other watercraft used in the performance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other person.

For purpose of Carriers limitation of liability:

"Package" means the largest individual unit of partially or completely covered or contained cargo made up by or for Merchant which is delivered and entrusted to Carrier, including palletized units and each Container packed and sealed by Merchant or on its behalf, although Merchant may have furnished a description of the contents of such sealed Container(s) on this Bill of Lading. For the avoidance of doubt, if the Goods are received by Carrier in a Container, the Container shall be the Package for the purpose of calculating limitation of Carriers liability, unless compulsorily applicable law in the individual case stipulates otherwise; and

Unit has the same meaning as Package, save that in relation to US COGSA the term shall mean customary freight unit.

3. INTERPRETATION AND GENERAL

3.1 All the persons within the definition of Merchant shall be jointly and severally liable to Carrier, its agents, servants and SubContractors (together covenantees) for all representations, warranties, undertakings, agreements, obligations, liabilities, and indemnities (together covenants) expressed or implied to be made, given or assumed by Merchant in this Bill of Lading as if the

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covenants were expressly made, given or assumed by Merchant to each of the covenantees. No covenants of Merchant shall be affected by any acts or omissions (whether negligent, deliberate or otherwise) of Carrier or the other covenantees.

3.2 In the event that any provisions herein contained are inconsistent with any compulsorily applicable law in any individual case, those provisions, to the extent of such inconsistency, shall be null and void, but the remaining provisions of this Bill of Lading shall remain valid and enforceable, and the validity and enforceability of those provisions in any other case shall not thereby be affected. To avoid doubt, nothing herein contained shall be construed as a surrender by Carrier of any of its Rights and Defences or as an increase of any of its Liabilities under such compulsorily applicable law.

3.3 Subject to contrary compulsorily applicable law in the individual case, provisions herein which exempt, exclude, relieve or limit the liability of Carrier, its servants, agents or Sub-Contractors shall be operative and effective notwithstanding (i) any act or omission (whether negligent, deliberate or otherwise) of Carrier, its servants, agents or Sub-Contractors, or (ii) the circumstances or cause of any loss or damage (to which such provisions relate) be unexplained, or (iii) any other matters or causes whatsoever.

3.4 No servant or agent of Carrier shall have any authority to waive or vary any term of this Bill of Lading, unless such waiver or variation is specifically authorized in writing by a director or other authorized officer of Carrier.

3.5 Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.

3.6 References to Clauses are to clauses of the terms and conditions herein. Clause headings and sub-headings are for convenience only and do not affect the construction of the terms and conditions herein.

4. SUB-CONTRACTING

4.1 Carrier shall be entitled to sub-contract directly or indirectly on any terms the whole or any part of the Carriage and/or its obligations and/or duties hereunder. Merchant hereby consents to such sub-contracting arrangements, and, without prejudice to Carriers Rights and Defences hereunder, agrees to subject the Goods and the Carriage also to other agreements or terms and conditions of transport, including without limitation Sub-Contractors

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bills of lading or other transport documents, which will confer or have conferred extensive Rights and Defences on third parties in respect of the Goods and/or the Carriage.

4.2 Merchant undertakes that no claim or demand whatsoever shall be made against any person whomsoever (other than the Carrier) by whom the Carriage is performed or undertaken (including without limitation Carriers officers, servants, agents and Sub-Contractors) which imposes or attempts to impose on any such person or any vessel owned or operated or controlled by any such person any liability whatsoever in connection with the Goods or the Carriage or this Bill of Lading, whether or not arising out of negligence on the part of such person and whether or not founded in contract, bailment, tort, negligence, trust, breach of express or implied warranty or otherwise. If any such claim or demand should nevertheless be made, Merchant shall Indemnify Carrier against all consequences thereof.

4.3 Without prejudice to the generality of the foregoing, every such person shall have the benefit of all the Rights and Defences of Carrier under or pursuant to this Bill of Lading as if the same were expressly made also for such persons benefit. For the foregoing purposes, Carrier contracts for itself as well as agent and trustee of all such persons.

4.4 Merchant shall Indemnify Carrier against liabilities arising from or in relation to the Carriage or the Goods or this Bill of Lading insofar as such liabilities exceeds the Carriers liability limits under this Bill of Lading.

4.5 In respect of Carriage or duties or obligations sub-contracted by Carrier as aforesaid, Carrier (without prejudice to its other Rights and Defences) shall, to the maximum extent permitted by any compulsorily applicable law in the individual case, have as against Merchant the benefits of all the Rights and Defences that are available to the respective Sub-Contractors as if the same were expressly incorporated herein for Carriers benefit (including without limitation the right of Carrier to limit its liability as if it were the owner of the Vessel).

5. CLAUSE PARAMOUNT

5.1 Subject to Clause 16 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to any applicable legislation making the Hague Rules or the Hague-Visby Rules compulsorily applicable to this Bill of Lading and the provisions of such legislation shall be deemed incorporated herein. In the absence of such legislation, this Bill of Lading shall have effect (without prejudice to Carriers other Rights and Defences) subject to

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the Hague Rules (Articles 1 to 8 inclusive) or US COGSA in the case of carriage to and from the U.S.A. The Hague Rules, Hague-Visby Rules or US COGSA shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.

5.2 If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carriers responsibility for the Goods during the period prior to loading on or after discharge from the vessel the Carriers responsibility shall instead be determined by the provisions of Clause 7 below, but if such provisions are found to be invalid such responsibility shall be subject to US COGSA.

5.3 The Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to where applicable any provisions of the laws of the U.S.A.) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried.

5.4 In the case of carriage of goods where the contract evidenced by this Bill of Lading is governed by the US COGSA (if the port of loading or the port of discharge is in the U.S.A.), then the provisions US COGSA shall apply, and the Carrier shall have the benefit of any and all rights and defences and limitations to which it is entitled under US COGSA for the time the Goods are in the possession of Carrier or its Sub-Contractors, including the time following receipt prior to loading and following discharge prior to delivery whether carried on deck (without prejudice to Clause 16.1.) or under deck.

5.5 For US Carriage this Bill of Lading shall have effect subject to the provisions of US COGSA, and further, for carriage from the U.S.A., this Bill of Lading shall have effect subject to the Pomerene Act, regardless of whether either of said Acts would apply of their own force.

6. CARRIERS RESPONSIBILITY (PORT TO PORT SHIPMENT)

6.1 If Carriage is Port to Port, the responsibility of Carrier shall be limited to that Carriage from and during loading onto the Vessel up to and during discharge from the Vessel. The liability of Carrier shall be determined in accordance with:

(a) any applicable legislation making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of

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Lading;

(b) if the Carriage is to or from a port in U.S.A., the US COGSA, and unless Clause 8.3 is applicable, such liability shall in no event exceed US\$500 per Package or in case of Goods not shipped in packages per customary freight unit;

(c) in any other case, (without prejudice to Carrier's other Rights and Defences) the Hague Rules (Articles 1 to 8 inclusive only) save that unless Clause 8.3 is applicable, such liability shall in no event exceed US\$ 100 per Package or Unit or US\$ 2 per kilo of the gross weight of the Goods lost or damaged, whichever is lower.

6.2 Carrier shall be under no liability whatsoever for loss or damage to Goods before loading or after discharge, howsoever caused. Any services rendered to or in respect of the Goods prior to loading or after discharge shall be services rendered by others procured by Carrier as agent only of Merchant, and in respect of such services Carrier shall have no liability whatsoever.

6.3 Notwithstanding Clause 6.2, if and to the extent that any compulsory applicable law provides for any additional responsibility for those part(s) of Carriage before loading or after discharge, Carrier shall have the benefit of all Rights and Defences under such compulsorily applicable law, and, subject thereto, all the Rights and Defences pursuant to or under Clause 6.1(c) during those additional part(s) of the carriage, even though the matter giving rise to Carrier's liability did not occur at sea.

6.4 If US COGSA applies then the provisions stated in US COGSA shall govern Carriers liability throughout the Carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or its Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be.

6.5 References in the Hague Rules, Hague-Visby Rules, the legislation apply them compulsorily to this Bill of Lading, and the US COGSA to carriage of goods by sea as applied herein shall be deemed to include inland waterways carriage.

7. CARRIERS RESPONSIBILITY (COMBINED TRANSPORT)

7.1 If Carriage is Combined Transport, Carrier shall be liable only for loss of or damage to the Goods occurring during the Carriage from the Place of Receipt or the Port of Loading (whichever is applicable) up until the Place of Delivery or the Port of Discharge (whichever is applicable), to the extent set out below.

7.2 If the stage of Carriage at which the loss or damage occurred is known or Merchant can prove such stage beyond reasonable doubt, the liability of Carrier shall be determined as follows:

7.2.1 if it is established that the loss or damage occurred at or during the stage of the Carriage referred to

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in Clause 6, then in accordance with the provisions thereof;

7.2.2 if it is established that the loss or damage occurred at or during any other stage of the Carriage, then:

(a) in accordance with any compulsorily applicable law or international convention (including without limitation any applicable international convention relating to carriage by air or land) which provisions cannot be departed from by private contract or agreement to the detriment of Merchant and which would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of the Carriage at or during which the loss or damage occurred; but

(b) if either Clause 7.2.2 (a) is not applicable or, if applicable, the applicable law or international convention does not specify any liability limits, then in accordance with Clause 7.3.

7.3 If the stage of Carriage at which the loss or damage occurred is not known or cannot be proved by Merchant beyond reasonable doubt, then the liability of Carrier shall be determined as follows:

(a) Carrier shall be entitled to rely on any provisions excluding or exempting or relieving Carrier from liability contained in the Hague Rules (Articles 1 to 8 inclusive only) or the applicable legislation making the Hague Rules or the Hague-Visby Rules applicable to this Bill of Lading or the US COGSA as if the loss or damage had occurred at or during carriage by sea.

(b) Carrier shall be relieved of liability for any loss or damage or any other matter whatsoever arising or resulting from (i) any cause or event which Carrier could not have reasonably avoided, prevented or foreseen; or (ii) compliance with instructions or directions of Merchant or any person authorized to give them.

(c) Except where Clause 8.3 is applicable, the liability of Carrier for any matter whatsoever and howsoever arising shall (without prejudice to Carriers other Rights and Defences hereunder) be determined in accordance with the Hague Rules (Articles 1 to 8 inclusive only), save that such liability shall in no event exceed US\$100 per Package or Unit or US\$ 2 per kilo of the gross weight of the Goods lost or damaged, whichever is lesser.

7.4 If the Place of Receipt or Place of Delivery is not duly indicated in the relevant box on the front hereof, Carrier shall be under no liability whatsoever in respect of any matter whatsoever occurring prior to loading of the Goods onto or after discharge thereof from the Vessel and Clauses 6.2 and 6.3 shall apply mutatis mutandis. It shall not be a proper indication if only the name of a port is indicated without specifying an address outside the port area.

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8. GENERAL LIABILITY PROVISIONS

8.1 Carriers Rights and Defences

(a) The Rights and Defences of Carrier provided in this Bill of Lading shall apply in any action or claim against Carrier whether founded in contract, tort, bailment, trust, breach of express or implied warranty or otherwise and notwithstanding any negligence, unseaworthiness, deviation, non-delivery, mis-delivery or any fundamental breach of contract on the part of carrier, its officers, employees and/or Sub-Contractors.

(b) Without prejudice to the generality of (a) above, unless contrary to the compulsorily applicable law in the individual case, the defences and limits of liability referred to herein shall apply not only in respect of loss or damage to the Goods, but are also applicable in the event of loss of the Goods or loss caused to Merchant (or any of them) by reason of delivery of the Goods to the Notify Party named overleaf or Merchant (or any one of them) without the presentation of this Bill of Lading to Carrier, its employees, agents or Sub-Contractors.

8.2 Value of Goods

Subject always to Carriers right to limit liability as contained herein, if Carrier is liable for compensation in respect of loss of or damage to Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance if paid. If there is no (or no bona fide) invoice value of the Goods, such

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compensation shall be calculated by reference to the value of goods of the same or similar kind and quality at the place and time the Goods are received by the Carrier or the Goods are delivered or should have been delivered to Merchant, whichever value is the lowest.

8.3 Ad Valorem Declared Value

Higher compensation than the limits provided for elsewhere in this Bill of Lading shall not be claimed unless, with Carriers consent, Merchant has (i) declared the value of the Goods prior to commencement of the Carriage, (ii) stipulated such declared value on the front hereof, and (iii) paid such additional charges as required by Carrier. In that case the amount of the declared value will be substituted for the Carriers limits of liability laid down elsewhere in this Bill of Lading and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.4 Delay, Consequential Loss

Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place during the Carriage or at the Port of Discharge or Place of Delivery at any particular time (whether advertised or not) to meet any requirement of Merchant or any market or use of the Goods or any other purposes. Carrier shall under no circumstances whatsoever be liable for;

- (i) any direct or indirect loss caused by delay;
- (ii) any indirect loss of whatsoever nature and howsoever caused.

If notwithstanding the foregoing, Carrier is found liable for any loss falling within (i) and/or (ii) above, its total liability (despite declaration of value and additional freight may have been made and paid pursuant to Clause 8.3) shall be limited to an amount equals the freight or other charges applicable to the relevant stage of the Carriage which have been paid by Merchant.

(For the foregoing purposes, indirect loss includes without limitation any consequential loss, loss of profits, loss of market, loss of contract, loss of revenue, loss of use, punitive or exemplary damages or damage.)

8.5 Notice of Loss or Damage

(a) Unless notice of loss or damage shall have been given in writing to Carrier or his representative at the Port of Discharge or Place of Delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter, such removal shall constitute due delivery of the Goods hereunder.

(b) Any notation of loss or damage on the receipt or notice made by Merchant shall not be binding on Carrier.

8.6 Time-bar

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(a) Carrier shall be discharged of all liability whatsoever in respect of the Goods or this Bill of Lading or the Carriage or anything whatsoever in relation thereto, unless suit is brought in the proper forum and notice thereof given to Carrier within nine (9) months after the date the Goods were delivered or deemed delivered or should have been delivered (whichever is the earliest) unless the compulsorily applicable law in the individual case provide for a longer term of prescription.

8.7 Limitation of Liability

Subject to contrary compulsorily applicable law in the individual case, (save where Clause 8.3 is applicable, but without prejudice to its other Rights and Defences) the liability of Carrier shall in no event exceed (i) the liability limits set forth in the compulsorily applicable legislation making the Hague Rules or Hague-Visby Rules compulsorily applicable; (ii) where the US COGSA applies, US\$500 per Package or in case the Goods are not shipped in packages, US\$500 per customary freight unit; and (iii) in any other case, US\$100 per Package or Unit or US\$ 2 per kilo of the gross weight of the Goods lost or damaged whichever is the lowest.

8.8 Brazilian Customs Regulations

As per Brazilian Customs Regulations Customs authorities may release cargo without presentation of Original House Bill(s) of Lading and without notifying carriers. Agents and carrier are not responsible for such release and do not accept any liability, including liability for payment of cargo value to the Exporter/Shipper.

8.9 Misdelivery without production of this Bill of Lading

If there is any misdelivery of goods without production of this Bill of Lading negligently or deliberately done by the Carriers agent or sub-contractor that has no prior approval of the Carrier, the Carrier shall be liable for any claim relating to the aforesaid misdelivery of goods. However, the Carriers aforesaid liability shall not exceed a total of US\$ 2 per kilogram of the gross weight of that part of the goods misdelivered.

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9. MERCHANTS WARRANTIES AND RESPONSIBILITY

9.1 Merchant warrants to Carrier as follows:

- (a) in accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face and back thereof, whether written, typed, stamped or printed, as fully as if signed by Merchant;
- (b) Merchant accepting this Bill of Lading accepts and is authorized to accept the said stipulations, exceptions, terms and conditions for itself and for all other persons within the meaning Merchant.
- (c) the particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Bill of Lading, and that such particulars and all other information relating to the Goods or otherwise provided by Merchant for the Carriage are complete, accurate and true;
- (d) the Goods are lawful goods and contain no contraband or prohibited items;
- (e) without prejudice to Clause 9.1 (c) if the Carriage is a US Carriage, all information relating to the Goods is complete, accurate and true and in all respects in conformity and compliance with cargo declaration requirements of the U.S. Customs Regulations and other related laws, rules and regulations;
- (f) the Goods delivered to Carrier are properly packed, prepared, marked, numbered and addressed and are suitable for the Carriage; and
- (g) Merchant shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.

9.2 Merchant shall Indemnify Carrier from and against any and all Liabilities incurred due to a breach of any of Merchant's obligations, undertakings, representations and warranties contained in this Bill of Lading.

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10. DESCRIPTION OF GOODS

10.1 This Bill of Lading shall be prima facie evidence of the receipt by Carrier from the Merchant in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or Units indicated on the front hereof as TOTAL NUMBER OF CONTAINERS OR PACKAGES OR UNITS RECEIVED BY THE CARRIER.

10.2 Save as provided in Clause 10.1, Carrier makes no representation or acknowledgement and assumes no responsibility whatsoever as to any weight, measure, quantity, quality, contents, description, marks, numbers, place of origin, value or condition of the Goods (all of which are unknown to it).

10.3 Any information on the front hereof relating to any invoice, export or import license, documentary credit, order, contract, or like matters is included solely at the request of Merchant and is not verified by Carrier. No such information shall constitute any declaration of value of the Goods by Merchant or in any way increase Carrier's liability hereunder.

10.4 The term apparent good order and condition when used in this Bill of Lading with reference to Goods which require temperature control shall in no circumstances be construed to mean that the Goods when received were verified by Carrier as being at the designated carrying temperature.

10.5 It is agreed that superficial rust, oxidation or any like condition due to moisture, is not damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

10.6 Where an On Board endorsement is made on the front hereof it means that the Goods are loaded either on board (i) the vessel named in this Bill of Lading, or (ii) rail cars, trucks, lorries, feeder ships, barges or other means of transportation, and are in the custody of an inland or ocean carrier for transportation in accordance with the terms of this Bill of Lading.

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11. CONTAINERS

11.1iGoods may be consolidated by Carrier in or on Containers and Goods may be consolidated with other goods. Except otherwise agreed by Carrier in writing, Carrier is not obliged to provide any Container of a particular type or

11.2lAny Container released into the care of Merchant for packing, unpacking or any other purposes shall be deemed to be in sound condition suitable for Merchants purpose unless objection is given to Carrier forthwith upon receipt by Merchant. Merchant shall redeliver the Container to Carrier within the time, at the place and in the condition prescribed by Carrier and empty Containers shall be re-delivered with their interiors properly brushed and cleaned. Until proper re-delivery to Carrier the Container shall be at the sole risk of Merchant. If the Container is not timely and properly returned, Merchant shall pay Carrier all applicable demurrage, detention and other charges and expenses and shall Indemnify Carrier for all Liabilities

11.3sMerchant shall be responsible for any loss and/or damage to, and any Liabilities caused or incurred by such

11.4hAcknowledgement of receipt by Carrier of a Container not packed by Carrier (a "Merchant Packed Container") is acknowledgement of the receipt only of that Container and not its contents. Carrier assumes no liability for any loss or damage whatsoever to the contents of such Container

(b)si the unsuitability for Carriage of the contents of the

(c)ta (if the Container was not supplied by Carrier) the unsuitability, defective condition or the incorrect setting

(d)te (if the Container was supplied by Carrier) the unsuitability, defective condition or incorrect setting of temperature controls thereof which could have been discovered upon reasonable inspection by Merchant at or

(e)or the packing in the Container of temperature controlled

11.5sMerchant warrants that all Merchant Packed Containers

(i) (which are not provided by Carrier) meet all ISO and/or other international safety standards and are fit in all respects for Carriage; (ii) have been duly inspected prior to and at the time of packing and have been found to be in good repair and condition suitable for packing the Goods and the Carriage; and (iii) the packing and sealing thereof are proper, safe and suitable for the Carriage and the seal number shall be communicated in writing by Merchant to

11.6rDelivery of a Merchant Packed Container by Carrier with its original seal intact shall be deemed to be a full and complete delivery under this Bill of Lading. Carrier shall

12.1 INSPECarrier and any person authorized by it may (but is not obliged to), without notice or liability to Merchant, open and/or scan any Container or package at any time and at any place and inspect, examine, weigh or measure the contents thereof. All related expenses shall be borne by

12.2cIf by the order of any proper authorities, the Goods or a Container in which the Goods are stuffed has to be opened for inspection, Carrier shall not be liable for any loss, damage or delay incurred to the Goods, the Carriage or the carrying Vessel. The cost of opening, unstuffing,

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inspection, repacking and any other costs shall be recoverable by Carrier from Merchant as part of the 13.1light. Goods of a perishable nature will be carried in ordinary Containers without special protection, services or other measures unless (i) otherwise expressly agreed in writing by Carrier before receipt of the Goods, (ii) there is noted on the front hereof that the Goods will be carried in a refrigerated or heated or electrically ventilated or other specially equipped Container, and (iii) any applicable 13.2rMerchant shall not tender for Carriage any Goods which require temperature control or refrigeration without Carriers prior written consent. Where Carrier in its sole discretion agrees to accept such Goods, Merchant warrants and undertakes that (i) Merchant has notified Carrier in writing of the nature of the Goods and the required temperature setting of the thermostatic controls before Carrier received the Goods, (ii) the relevant box on the front hereof will be appropriately completed and will state the nature of the Goods and the particular temperature range required to be maintained, and (iii) (in the case of a temperature controlled Container not consolidated by or for Carrier), the Container has been properly pre-cooled, the Goods therein have been properly consolidated and the thermostatic controls have been properly set by Merchant, 13.3 Merchant acknowledges that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and Carrier shall not be responsible for the consequences of Goods presented at a higher temperature than 13.4tCarrier shall not be liable for any loss of or damage (a)thany non-compliance of this Clause 13 by Merchant (who shall Indemnify Carrier for any Liabilities suffered by (b)ridefects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container (whether or not supplied by or 13.5C Merchant acknowledges that temperature controlled Containers are not designed to monitor and control humidity levels and Carrier does not guarantee the maintenance of any 14.1tAny single package with a weight exceeding 1,000 kilograms gross weight must be declared in writing by Merchant before tendering to Carrier for Carriage. The weight of each such package must be clearly and durably marked by Merchant on the outside in letters and figures not 14.2sMerchant undertakes to comply with all laws and regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift 14.3oIn the event of any non-compliance by Merchant of (a)usCarrier shall be released of all liabilities in respect (b) tMerchant shall Indemnify Carrier against all (c)biCarrier (and its agents) may without notice and without liability to Merchant (i) refuse to load the Goods, or, (ii) if loaded, arrange at Merchant's risk and expense for the Goods to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the 15.1 DANGEDangerous goods includes any goods which are or may become dangerous, hazardous, inflammable, or injurious (including radio-active materials) in nature (whether or not listed in any official or unofficial international or national code or convention), or which are or may become liable to damage any property or person whatsoever or other 15.2 . Merchant warrants that it shall not tender to

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Carrier for Carriage any Dangerous goods unless Merchant (a): given written notice of their nature, type, name, label and classification to Carrier, and obtained Carriers prior (b)prdistinctly and durably marked on the outside of the Container or other packaging, in which the Dangerous goods are to be transported, the nature and characteristics of such goods so as to comply with any laws or regulations (c)chsubmitted to Carrier and the relevant authorities all documents required by any laws which may become applicable (d)innot permitted incompatible goods to be packed in the

15.3 If any Goods (which are Dangerous goods) are delivered to Carrier for Carriage in breach of Clause 15.2 or such Goods, although tendered in compliance with Clause 15.2, in the opinion of Carrier cannot safely or properly be carried or carried further (whether taking any measures or incurring additional expense or not) THEN Carrier may exercise its rights under Clause 20, without prejudice to its other

15.4 ts anMerchant shall fully Indemnify Carrier against all Liabilities arising out of the Carriage of any Dangerous goods tendered by Merchant including (without limitation) Liabilities resulting from injuries caused to any person (including Carriers employees, agents and Sub-Contractors), damage to any property (including any Container and vessel), environmental damages (direct and indirect), clean up, removal, rehabilitation expenses, legal costs (on an indemnity basis), and fines and penalties imposed by any

16.1 Goods whether containerized or not may be stowed on or under deck at the sole discretion of Carrier without notice to Merchant and such stowage shall not be a deviation of whatsoever nature or degree. If Goods are carried on deck, Carrier shall not be required to note, mark or stamp on the face hereof any statement of such deck carriage. Save where Clause 16.2 applies, all Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules (Articles 1 to 8 inclusive) or any legislation compulsorily applying the Hague Rules (including the US COGSA) or the

16.2eGoods which are stated on the front hereof to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried at the sole risk of Merchant without any responsibility on the part of Carrier for loss or damage or delay or any matter of whatsoever nature whether or not caused by unseaworthiness or negligence or any other cause whatsoever. The Hague Rules, the Hague-Visby Rules and the US COGSA shall not apply to such Carriage. Merchant shall indemnify Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such Goods or

17.1eThis Bill of Lading is a FCL Multiple Bills of Lading if the tally acknowledged overleaf bears the qualification to the effect that the Goods is "one of part cargo in the Container". The special arrangement of receiving Goods on basis of FCL Multiple Bills of Lading being issued (receiving goods as FCL and delivering them as LCL to more than one receiver) shall only be undertaken in Carriers absolute discretion and in any event on the basis that Carrier shall not in any event be liable for any shortage, loss, damage or discrepancies of goods which are found upon unpacking of the Container. Without prejudice to any other conditions which Carrier may stipulate when accepting such

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special arrangement, Merchant agrees that the following

(a)viThe Goods described overleaf are said by Merchant to comprise part of the contents of the Container indicated. All such particulars are unknown to and not verified by Carrier and Carrier makes no representation or

(b)noThe Goods will be delivered in the Container to Merchant only if the originals of all the bills of lading covering all the contents of the Container have been surrendered authorizing delivery of all the contents to a

(c)glIf the Clause 17.1(b) is not fulfilled Carrier may in its absolute discretion (but is not obliged to) unpack the Container and deliver the contents for which originals bills of lading have been surrendered without the Container. Delivery of the Goods in such manner shall constitute due delivery hereunder, but will only be effected against payments by Merchant of appropriate charges and expenses as

(d)idIf all or part of the total contents within the Container consists of bulk goods or unappropriated goods, or is or becomes mixed or unmarked or unidentifiable, the respective holders of the bills of lading relating to such contents shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as Carrier shall in its absolute discretion determine. Delivery of the Goods as aforesaid shall constitute due

(e)liInstructions in relation to Carriage which a Merchant may otherwise be entitled to give must be given by all Merchants of all the contents in the Container simultaneously and, if so required by Carrier, together with the production of the originals of all bills of lading

(f)veMerchant undertakes to Indemnify Carrier from and against any and all Liabilities arising from accepting the Goods for Carriage on the basis of the aforesaid special 18.1nIf at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising (whether or not before the Carriage has commenced and whether or not before this contract has been concluded) Carrier has no duty to complete this contract and may at its sole discretion and without notice and liability to Merchant, elect any one or more of the

(a) ngcarry the Goods to the Port of Discharge or Place

(b) rsuspend the Carriage of the Goods and store them ashore or afloat subject to the terms of this Bill of Lading and (if practical) use reasonable endeavors to forward them

(c) tabandon the Carriage and where reasonably possible place the Goods or any part thereof at the Merchant's disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in 18.2eWithout prejudice to Carriers other Rights and Defences, Carrier, in any of the above events shall be entitled to recover or retain full Freight for the Carriage and additional compensation for extra costs or expenses incurred by or for Carrier resulting from the circumstances

19.1aCarrier may at any time and without notice to Merchant and for whatever purposes whether or not connected with

(b)ritransfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been

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(c) to unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner

(d) to proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place

(e) to load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front)

(f) to comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by Carrier the right to give orders or

(g) to permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked with or without goods

(h) to permit the Vessel to carry livestock, goods of all kinds, dangerous or otherwise, contraband, explosives,

(i) to proceed to, return to or stay at any port or place whatsoever (whether or not the place is a port named on the front hereof as the Port of Loading or Port of Discharge) and in any order in or out of the route or in a contrary

19.2c Anything done in accordance with Clause 19.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of

19.3t Once the Goods have been received by Carrier for Carriage, Merchant shall in no circumstances: (i) impede, delay, suspend, stop or otherwise interfere with Carrier's intended manner of performance of the Carriage or the exercise by Carrier of the liberties conferred by this Bill of Lading or (ii) instruct or require delivery of the Goods at a place or point other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other port or place selected by Carrier in the exercise of the

20.1r Without prejudice to Carrier's other Rights and Defences, in the event that (a) Merchant fails to take delivery of the Goods within 30 days from the first date the Goods are available for collection pursuant to Clause 21.2, or (b) Carrier reasonably considers that there is any breach by Merchant of any of Merchant's warranties or undertakings contained herein including without limitation those in Clauses 13, 14, 15 or (c) in the sole opinion of Carrier the Goods are likely to deteriorate, decay, or become worthless or cause any danger to the Vessel or other goods or property or any person or incur charges, or the Goods cannot safely or properly be carried or carried further at all or without incurring additional expenses THEN Carrier may (but without obligation) at any time (in its sole discretion and without liability and notice to Merchant or requiring any Court order) sell (by private treaty or public auction) or otherwise dispose of or abandon or store the Goods ashore or afloat, under cover or in the open, at any place at the sole risk and expense of Merchant, and apply any proceeds of sale in reduction of the sums due to Carrier from Merchant under this Bill of Lading. Upon such sale, disposal, abandonment or storage, the Goods shall be deemed duly delivered to Merchant under this Bill of Lading. Merchant shall indemnify Carrier from and against any and all Liabilities incurred by Carrier in

21.1 NOTIF Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Carrier. Failure to give such notification shall not subject Carrier to any liability nor relieve

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21.2 Merchant shall take delivery of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time and at the place for collection provided in Carrier's applicable Tariffs, or otherwise notified to Merchant or the Notify Party named on the front hereof. Without prejudice to Carrier's other Rights and Defences, if Merchant fails to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall be deemed to have been duly delivered to Merchant under this Bill of Lading upon expiration of such

21.3 If in accordance with the applicable custom or practice or law or regulation or pursuant to orders or instructions of any person having authority given at any stage of Carriage (and whether before or after arrival of the Goods for collection by Merchant), Carrier hands over the Goods into the custody of any government, customs, port or other authority or any other person acting or purporting to act as or on behalf of such government or authority, such hand-over shall be deemed to be due delivery of Goods to

21.4 Upon delivery or deemed delivery of the Goods to Merchant (or persons authorized by it) all liabilities of Carrier in respect of the Goods shall cease absolutely and immediately (but without prejudice to its other Rights and Defences including without limitation its right to any lien) and all costs and expenses incurred thereafter (if paid or payable by Carrier or its agents or Sub-Contractors) shall

21.5 In the event that Carrier, in its entire discretion, agrees at the request of Merchant to deliver the Goods at a port of discharge or a place of delivery other than the Port of Discharge or Place of Delivery identified overleaf, Carrier shall act only as the agent of Merchant in arranging for the delivery of the Goods to the revised port of discharge or the revised place of delivery, and shall be under no liability whatsoever arising from such

21.6 Except where willful misconduct of Carrier is proven, Carrier shall not be liable whatsoever for delivering or releasing the Goods to any person presenting any forged or fraudulent document purporting to be an original of this Bill of Lading or other original document entitling such person to the delivery or possession of the

21.7 . When collection or delivery takes place at Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods

(a) Carrier shall not be obligated to provide any plant, power or labour which may be required for the loading or unloading at such premises. This shall be the responsibility

(b) Any assistance which Carrier may give on any matters within the responsibility of Merchant shall be given without any liability whatsoever (including without limitation liability for damage to or loss of the Goods or other property and injury to any persons); all such assistance

22.1 Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of Carrier. The New Jason Clause as approved by BIMCO (obtainable from Carrier upon request) is deemed incorporated herein. General Average on a vessel not operated by Carrier shall be adjusted according to the

22.2 Merchant shall indemnify Carrier in respect of any claims of a General Average nature which may be made against it and shall provide such cash deposit or security as Carrier may consider sufficient to cover the estimated

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General Average contribution of the Goods and any salvage and special charges thereon. Such deposit or security shall, if so required by Carrier, be provided to Carrier

22.3oCarrier shall be under no obligation to take any steps whatsoever to exercise any lien or collect or procure any

23.1r The provisions of Carriers applicable Tariffs are incorporated herein. Particular attention is drawn to the provisions therein relating to free storage time and to container and vehicle demurrage. Copies of the Tariffs are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable

23.2iQuotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon

23.3iAll Freight shall be paid at or within the time stipulated in Carrier's applicable Tariffs and in any event before delivery of the Goods. Payment shall be made in the currency named in this Bill of Lading, or, at the option of Carrier in another currency specified by Carrier. Interest at the rate of 12% per annum shall be payable on any overdue amount from the date when payment is due until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any moneys due from Merchant including legal costs, recovery or collection fees and

23.4eAll persons coming within the definition of Merchant shall be jointly and severally liable for all Freight, and other moneys payable by any Merchant including all advances made by Carrier in Carrier's own discretion and additional or return Freight on the Goods if they are refused export or import by any government body or authority or for any

23.5sFreight shall be deemed fully earned on receipt of the Goods by or on behalf of Carrier (whether or not Freight is stated on the face of the Bill of Lading as being prepaid or to be collected at destination) and shall be non-returnable. All sums payable to Carrier shall be paid in full without set-off, deduction or counterclaim of

23.6tFreight is calculated based on particulars furnished by or for Merchant. Carrier shall be entitled to require Merchant to produce commercial invoice for the Goods or other evidence of their value and to inspect, re-weigh, re-measure and re-valuate the Goods. If the particulars furnished are found to be incorrect, then without prejudice to Carriers other Rights and Defences, Merchant shall pay Carrier the correct Freight (less any Freight actually paid). All costs and expenses incurred by Carrier in establishing the correct particulars shall be recoverable from Merchant as a debt. Merchant shall indemnify Carrier for Liabilities incurred by Carrier by reason of having relied or acted on the incorrect particulars (including without limitation any Liabilities incurred towards any

23.7-Notwithstanding any of the other sub-clauses contained in this Clause 23, for U.S. Carriage, Carrier may opt to be exempt from tariff publication requirements per 46 C.F.R. 520 and 532. Carriers Rules Tariff are provided free of

24.1gCarrier shall have a general lien on the Goods (and documents relating thereto) and any other property belonging to Merchant, directly or indirectly in Carriers possession, custody or control or en route, for all monies due to Carrier from Merchant under this contract or any other contract. Carrier may at its sole discretion exercise its

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lien at any time and at any place. The lien shall cover without limitation all Freight earned, General Average contributions, all charges, expenses and advances of whatsoever nature due to Carrier and inclusive of any costs incurred in recovering or attempting to recover any sums due from Merchant (whether in respect of the Carriage 24.2eCarrier shall be entitled to sell (at any time and at any place) at the costs of Merchant the Goods and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Merchant and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Carrier. Carrier shall be entitled to claim the difference against Merchant in the event that the (net) sale proceeds do not discharge in full the amount due from Merchant. Carriers lien shall survive delivery or deemed 25.1iThe Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.

Rule 9 Freight Forwarder Compensation

effective date = 09Dec2013

Freight Forwarder Compensation at 5%.

Rule 10 Surcharges and Arbitraries

effective date = 09Dec2013

Please see the following sub-rules.

Rule 10-A Currency Adjustment Factor

effective date = 09Dec2013

Except as otherwise specifically provided within individual TLI's a Currency Adjustment Factor will be assessed against all shipments as set forth below:

CAF at 15%

Rule 10-B Bunker Adjustment Factor

effective date = 09Dec2013

Unless otherwise specifically provided within individual TLI's, a Bunker Adjustment Factor will be assessed against all cargo as follows:

	USWC	USEC/USGC
W/M	\$ 40	\$ 60
20	\$ 600	\$1000
40	\$ 800	\$1200
40HC	\$ 900	\$1400
45	\$1000	\$1600

Rule 10-C Emergency Bunker Surcharge

effective date = 09Dec2013

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Emergency Bunker Surcharge will be as follows.

\$ 25.00 W/M (LCL)
\$200.00 20'
\$300.00 40'

Rule 10-D Peak Season Surcharge

effective date = 09Dec2013

A Peak Season Surcharge will apply in the following amounts:

W/M - \$ 25.00 (LCL)
20' - \$500.00
40' - \$700.00

Rule 10-E US Inland Fuel Surcharge at Destination

effective date = 09Dec2013

In order to recover increased costs incurred by Carrier for inland (truck and rail) transportation in connection with intermodal (IPI), reverse inland point intermodal (RIPI), Local Store Door Delivery (Local SDD"), Group 4, non-direct port and Miniland-bridge ("MLB") shipments, an Inland Fuel Charge will be charged to all cargo shipped under this tariff as follows:

For all cargo via West Coast
destined to the State of
California, Washington or Oregon,
excluding CY cargo destined to
Long Beach, CA; Los Angeles, CA;
Oakland, CA, Seattle, WA or
Tacoma, WA \$110 Per container

For all cargo via West Coast with
final destination outside the
State of California, Washington
and Oregon \$380 Per container

For all door cargo via East Coast
destined to New York, NY;
Norfolk, VA; Savannah, GA; or
Charleston, SC \$110 Per container

For all cargo via East Coast for
destinations other than New York,
NY; Norfolk, VA; Savannah, GA; and
Charleston, SC \$380 Per container

Rule 10-F Port Congestion/Labor Negotiation Surcharge

effective date = 09Dec2013

This rule shall apply with regard to labor unrest, port or terminal congestion, port or terminal unavailability or closures, and/or to similar disruption (Disruptions) affecting Carriers operations if such Disruptions arise out of or occur in connection with the 2012 contract negotiations that are taking place at the time of the

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publication of this rule, of either the International Longshoremens Association or the Office Clerical Unit of the International Longshore and Warehouse Union.

In the event that labor unrest, including actual and/or viable threats of work stoppages, work slowdowns, strikes and/or lockouts, or other Disruptions shall affect Carriers operations, all shipments (a) received by Carrier for shipment but not yet delivered, (b) subject to this tariff, including all service contract shipments subject to this tariff, and (c) utilizing or intending to utilize Carriers services to or from North America, shall be subject to the following surcharges:

US\$ 800.00 per 20-ft (20') container
US\$1,000.00 per 40-ft (40' x 8'6") container
US\$1,125.00 per 40-ft (40' x 9'6") container
US\$1,266.00 per 45-ft (45') container

Carrier shall have a lien on all cargo subject to the aforesaid charges. Any decision of Carrier to release or deliver cargo prior to the billing and/or collection of such charge(s) shall not affect the liability of cargo interests to pay the same.

To the extent of any conflict between this rule and any other rule set forth in this tariff and/or Carriers regular form bill of lading, this rule shall control. Except as provided, all other terms and conditions of this tariff and Carriers regular form bill of lading shall apply.

Rule 10-G Aden Gulf Surcharge

effective date = 09Dec2013

Unless otherwise specifically indicated in a particular rate item, the following Aden Gulf Surcharge in U.S. Dollars will be assessed for all shipments that are passing through the Gulf of Aden.

Container Size	Charge (US\$)
Per 20-ft container (20')	\$41.00
Per 40-ft container (40' x 8'6")	\$82.00
Per 40-ft container (40' x 9'6")	\$82.00
Per 45-ft container (45')	\$82.00

Rule 10-H CFS Fuel Surcharge (FSC)

effective date = 09Dec2013

A CFS Fuel Surcharge will apply at CFS destination locations in the USA as follows:

US\$2 per CBM

Rule 11 Minimum Quantity Rates

effective date = 09Dec2013

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When two or more TLIs 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 shall 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), will be applicable to the contents of the container(s), 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.

Rule 12 Ad Valorem Rates

effective date = 09Dec2013

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 twelve (12%) percent of the value declared and is in addition to the base rate.

Rule 13 Transshipment

effective date = 09Dec2013

Besides providing direct port to port service to customers, MCS, and our appointed Carrier, Co-loader or vendor, should have total discretion on the routing of the cargo. Transshipment includes but is not limited to, through or combined transport service, when required.

Unless otherwise specified in an NSA, MCS is not liable for delay or claims due to transshipment, resulting in a difference in total transportation time that we advertise.

Unless otherwise specified in an NSA, the applicable rates and charges are the same for direct service, as they are for transshipment service.

Rule 14 Co-Loading in Foreign Commerce

effective date = 09Dec2013

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DEFINITION: Co-loading shall mean 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 of one 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 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 Carrier is the tendering NVOCC, Carrier shall be responsible to the receiving NVOCC for payment of any charges for the 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.

Rule 15 Open Rates in Foreign Commerce

effective date = 09Dec2013

Not Applicable.

Rule 16 Hazardous Cargo

effective date = 09Dec2013

Explosives, Inflammables, or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, are subject to Carrier's acceptance and special booking arrangements.

In the event the authorities at destination take the position that cargo is corrosive, inflammable, explosive or injurious, the owners of such cargo shall take delivery immediately when vessel, whether in berth or not, is ready to discharge same, otherwise vessel, without any further notice (and notwithstanding any custom of the port to the contrary), may discharge such cargo into lighter or other conveyance at the risk of the owners of such cargo, all expenses beyond vessel's tackle, including lighterage and/or transportation incurred in conveying such cargo to the warehouse or place designated by the port authorities or the storage or reception of same, to be for account of the Consignees, and/or Owners and/or Shippers of such cargo.

Rule 16-A Hazardous Cargo Surcharge

effective date = 09Dec2013

Unless otherwise specifically provided a Hazardous Cargo

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Surcharge will be assessed as follows:

20' Ctr - \$200
40' Ctr - \$300
W/M - \$35

Rule 17 Green Salted Hides in Foreign Commerce

effective date = 09Dec2013

Not Applicable.

Rule 18 Returned Cargo in Foreign Commerce

effective date = 09Dec2013

Freight on returned cargo will be charged at the tariff rate applicable to the original shipment current at the time of the returned shipment. At the discretion of the Carrier, goods which have not been used may be returned at not less than 50% of the rate applicable in the original direction at the time of the returned shipment but not less than a rate of \$100.00 per W/M.

Rule 19 Shippers Requests in Foreign Commerce

effective date = 09Dec2013

A. Shippers may transmit requests, consultations and complaints to the address listed on the tariff record.

B. As used in this rule, the phrase "request and complaint" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increases or other tariff changes; and protects 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.

C. Shippers' request for rate action must include at least the following information:

- Shipper's Name/Address/Telephone Number
- Commodity Description
- Port/Point of Loading
- Port/Point of Discharge
- Cargo Quantity
- Anticipated Shipment Date

Rule 20 Overcharge Claims

effective date = 09Dec2013

A. All claims for adjustment of freight charges must be presented to the Carrier in writing, within three (3) years after the date of the bill of lading issued by the carrier.

Any expenses incurred by the Carrier in connection with

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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. For the purpose of uniformity in handling claims for adjustment of freight charges based on alleged errors in cargo description, tariff application, cargo weight and/or measurement, refunds will only be considered as follows:

1. Claims must contain the following original or certified documents:

- (a) Bill of Lading
- (b) Packing List
- (c) Commercial Invoice
- (d) Custom Entry Permit/Import Declaration, as applicable
- (e) Customs Export Declaration as applicable

2. If claim is presented to the carrier in writing, cargo may be inspected at port of loading or at destination:

- (a) By carrier's agent
- (b) Jointly by shipper or consignee and carrier's agent, or
- (c) By a marine surveyor when requested by carrier's agent.

C. Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing Tariff provisions and Claimants rights under the Shipping Act of 1984.

D. 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 Section 11 (g) of the Shipping Act of 1984. Such claims must be filed within three years of the date the cause of action accrues.

E. Complaints seeking reparation pursuant to Section 11(G) of the Shipping Act of 1984, shall be filed within three (3) years after the cause of action is accrued.

Rule 21 Use of Carrier Equipment

effective date = 09Dec2013

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 should be for the account of the cargo.

Rule 22 Automobile Rates in Domestic Offshore Commerce

effective date = 09Dec2013

Not Applicable.

Rule 23 Carrier Terminal Rules and Charges

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effective date = 09Dec2013

Please see the following sub-rules.

Rule 23-A General Terminal Handling Charge

effective date = 09Dec2013

Unless otherwise specified in individual TLI's, all cargo will be assessed a Terminal Handling Charge as follows:

\$500.00

Rule 23-B Terminal Handling Charge at Destination USA

effective date = 09Dec2013

The term "DESTINATION DELIVERY CHARGE" filed in the rate tariffs will have the same meaning as "Terminal Handling Charge at Destination".

1. DELIVERY CHARGES AT PACIFIC COAST PORTS AND HAWAII

(A) Definitions

Delivery is defined as the service performed to move cargo from ship's tackle to place of rest on the Terminal. On cargo delivered breakbulk ex vessel, delivery is accomplished by making the cargo available at first place of rest beyond ship's tackle. On cargo delivered breakbulk ex container, delivery is accomplished by making the cargo available at carrier's Container Freight Station.

On cargo delivered in containers, delivery is accomplished by making the container available at carrier's Container Yard. Except as otherwise provided, wharfage is included in the Delivery Charge.

(B) Service Included in the Delivery Charge

1. For Breakbulk cargo ex vessel, delivery from ship's tackle to place where loaded into railroad cars or other vehicles, on the Terminal.
2. For breakbulk cargo ex vessel, delivery from ship's tackle to place of rest on terminal, barge or lighter, including ordinary sorting and/or pilling and trucking.
3. For breakbulk cargo ex container, movement of container to carrier's Container Freight Station, unloading of cargo from carrier's container at the CFS, ordinary sorting and/or pilling, and making available at CFS or pickup or loading to railroad cars or other vehicles. Loading to railroad cars or other vehicles is not included in the Delivery Charge.
4. For cargo delivered intact in carrier's containers, delivery of container from ship's tackle to a point in the Container Yard where accessible to

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consignee's drayman, under the provisions of Rule No. 21 of this Tariff.

5. Wharfage as assessed by Port Authorities or applicable terminal tariffs.

(C) Delivery Charges (See EXCEPTIONS)

a. On cargo (other than unitized loads) delivered at carrier's CFS, including cargo freighted at the per container rates, following Delivery Charges shall be assessed, subject to a minimum charge per Bill of Lading equal in magnitude to the current level of Delivery Charge per revenue ton:

To Pacific Coast Ports - US\$28.10 per revenue ton of the U.S.A., Alaska, and Hawaii

If cargo is freighted on a package or other basis (such as per 1,000 sq. ft.), then the Delivery Charge will be assessed on the actual weight/measurement of the cargo. The Destination CFS Delivery Charge must be shown on Bills of Lading.

Loading to trucks or other vehicles is not included in the CFS Service Charge. The cost of such loading services must in all cases, irrespective of terminology of terminal tariffs, be debited to and paid by cargo. In cases where the terminal operator debits the carrier for additional charges for loading services, the carrier must pass on such charges to the shipper.

b. Following Delivery Charges, subject to a minimum charge per Bill of Lading equal in magnitude to the current level of Delivery Charge per revenue ton shall be assessed on the following:

To Pacific Coast Ports - US\$17.60 per revenue ton of the U.S.A., Alaska, and Hawaii

1. On Cargo delivered intact in carrier's containers at the Container Yard.

2. On unitized cargo delivered at carrier's CFS or delivered ex vessel.

This Destination Delivery Charge must be shown on the Bill of Lading.

EXCEPTION 1:
Delivered at Carrier's CY (See NOTE)

The following Destination Delivery Charges are applicable to cargo freighted at the per container rates in US\$:

20-foot container	- US\$370
40' x 8'6" container	- 740
40' x 9'6" container	- 835
45-foot container	- 935

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NOTE: In cases of breakbulk delivery of Yachts at the land side of the ship, the CY Delivery Charge will be applied.

When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the Destination Delivery Charge (DDC) for the items subject to per container rate shall be prorated based on its own per container Destination Delivery Charge and the percentage of total CBM in the container taken up by the item. The DDC Charges for the items which are subjected to weight or measurement rate without any per container rate shall be based on their respective per ton CY Service Charge times the actual revenue tons.

EXCEPTION 2: (For PRC Origin Cargo only):
Irrespective of the rating of the cargo (any quantity or per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

20-foot container	- US\$370
40' x 8'6" container	- 740
40' x 9'6" container	- 835
45-foot container	- 935

2. DESTINATION DELIVERY CHARGE - INTERMODAL VIA WC & EC

(A) Delivery Charge at Destination Freight Station

1. The destination CFS, DRFS or DMFS is the facility, operated by the Destination Carrier or its authorized agent, where containers are unstuffed and cargo is made available to the consignee.

The Destination Freight Station Service includes:

- a) Drayage of containers between the Destination Container Yard and the Destination Freight Station.
- b) Unstuffing containers.
- c) Ordinary sorting and stacking of cargo.
- d) Tallying and obtaining of delivery receipt from consignee or its agent.

The loading to trucks or other vehicles is not included in the CFS Service Charge. If there is such a charge for such loading service in the terminal tariff, then the cost of such service must be debited to and paid by cargo.

2. When Destination Freight Station Services are performed, following charges will be assessed per revenue ton or container subject to a minimum charge per Bill of Lading equivalent in magnitude to the current level of Delivery Charge per revenue ton rate:

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Group 1, 2 and 4 Points - US\$28.10 per R/T
Group 3 Points - US\$31.00 per R/T

3. Charges for CFS/DRFS/DMFS Services must be paid prior to the release of the cargo and shall be shown on the Bills of Lading.

4. Revenue ton as used in this Rule means one kilo ton, or one cubic metre whichever produces the greater revenue. Commodities which carry rate basis other than one cubic metre or one kilo ton (i.e. per unit, etc.) will be assessed on a revenue ton of one cubic metre or one kilo ton whichever produces the greater revenue.

(B) Delivery Charge Destination Container Yard
(See EXCEPTIONS)

Where Destination Container Yard Services are performed, following charges will be assessed subject to a minimum charge per Bill of Lading equivalent in magnitude to the current per revenue ton rate. The CY Delivery Charges are also applicable to cargo moving Store Door Delivery Service:

Group 1, 2 and 4 Points - US\$17.60 per R/T
Group 3 Points - US\$22.60 per R/T

EXCEPTION 1: The following Destination Delivery Charges are applicable to Cargo freighted at the per container rates:

Group 1, 2 and 4 Points
20-foot container - US\$370
40' x 8'6" container - 740
40' x 9'6" container - 835
45-foot container - 935

Group 3 Points
20-foot container - US\$535
40' x 8'6" container - 1070
40' x 9'6" container - 1205
45-foot container - 1355

When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the Destination Delivery Charge (DDC) for the items subject to per container rate shall be prorated based on its own per container Destination Delivery Charge and the percentage of total CBM in the container taken up by the item. The DDC charges for the items which are subjected to weight or measurement rate without any per container rate shall be based on their respective per ton CY service charge times the actual revenue tons.

EXCEPTION 2 (For PRC Origin Cargo only):
Irrespective of the rating of the cargo (any quantity of per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at

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Carrier's CY will be:

For Group 1, 2 and 4 Points:

20-foot container	- US\$370
40' x 8'6" container	- 740
40' x 9'6" container	- 835
45-foot container	- 935

For Group 3 Points:

20-foot container	- US\$535
40' x 8'6" container	- 1070
40' x 9'6" container	- 1205
45-foot container	- 1355

(C) Change of Delivery Service

At shipper's or consignee's request, carrier may allow change of Delivery Service from CY to CFS for rates in this tariff which include CY Delivery Charge upon collection of CFS Delivery Charge as specified in this tariff. However the rate inclusive of CY Delivery Charge shall be adjusted by deducting an amount equal to CY Delivery Charge as specified in this tariff.

Request for change of delivery may only be accepted when delivery is made to one consignee at one CFS and freight/charges to be paid by a single party.

3. DESTINATION DELIVERY CHARGE - MINILANDBRIDGE
(East Coast Ports/Gulf Ports)

(A) At Destination

1. a) On cargo delivered in containers at Destination Rail Yard (DRY) or Destination Motor Yard (DMY), the following delivery charges shall be assessed in US\$22.60 per revenue ton.

EXCEPTION 1: Following Destination Delivery Charges are applicable to cargo freighted at the per container rates in US\$:

20-foot container	- US\$535
40' x 8'6" container	- 1070
40' x 9'6" container	- 1205
45-foot container	- 1355

EXCEPTION 2 (For PRC Origin Cargo only):

Irrespective of the rating of the cargo (any quantity or per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

20-foot container	- US\$535
40' x 8'6" container	- 1070
40' x 9'6" container	- 1205
45-foot container	- 1355

- b) When Destination Container Freight Services (DCFS) are performed in accordance with the provisions of this rule, a charge of US\$31.00 per

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revenue ton will apply, subject to minimum charge of US\$31.00.

c) When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the destination delivery charge (DDC) for the items subject to per container rate shall be prorated based on its own per container destination delivery charge and the percentage of total CBM in the container take up by the item. The DDC charges for the items which are subjected to weight or measurement rate without any per container rate shall be based on their respective per ton CY service charge times the actual revenue tons.

2. a) The Destination Rail Freight Station (DRFS) Motor Freight Station (DMFS) is the facility, operated by the Destination Rail/Motor Carrier or its authorized agent, where containers are unstuffed and cargo is made available to the consignee. Destination Rail/Motor Freight Station Service include:

- (i) Drayage of containers between the DRY/DMY and the DRFS/DMFS
- (ii) Unstuffing containers
- (iii) Ordinary sorting and stacking of cargo
- (iv) Tallying and obtaining of delivery receipt from consignee or its agent

The loading to trucks or other vehicles is not included in the CFS Service Charge. If there is such a charge for such loading service in the terminal tariff, then the cost of such service must be debited to and paid by cargo.

b) Charges for DCFS Services must be paid prior to the release of the cargo and shall be shown on the Bills of Lading.

c) Revenue ton as used in this rule means one kilo ton, or one cubic metre whichever produces the greater revenue. Commodities which carry rate basis other than one cubic metre or one kilo ton (i.e. per unit etc.) will be assessed on a revenue ton of one cubic metre or one kilo ton whichever produces the greater revenue.

3. This rule does not apply for cargo destined to Puerto Rico and Virgin Islands.

4. Change of Delivery Service

At shipper's or consignee's request, carrier may allow change of Delivery Service from CY to CFS for rates in this tariff which include CY Delivery Charge upon collection of CFS Delivery Charge as specified in this tariff. However the rate inclusive of CY Delivery Charge shall be adjusted by deducting an amount equal to CY Delivery Charge as specified in

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this tariff.

Request for change of delivery may only be accepted when delivery is made to one consignee at one CFS and freight/charges to be paid by single party.

4. DESTINATION DELIVERY CHARGES - EAST COAST ALL WATER
(East Coast Ports)

Any additional Charges imposed by the local port or terminal operators per their local tariffs will be for account of cargo, and that Carrier can at their option show these charges on the Bill of Lading.

1. On cargo delivered ex containers at carrier's designated CFS at destination ports, a CFS Service Charge of US\$31 per revenue ton, subject to a minimum charge of US\$31 per Bill of Lading, shall be assessed.

Service included in the CFS Service Charge are:

- a) Movement of container to carrier's CFS.
- b) Unloading of cargo from carrier's container at the CFS, ordinary sorting and/or piling, and making available at place of rest at CFS for pickup or loading to trucks or other vehicles.

Loading to trucks or other vehicles is not included in the CFS Service Charge. The cost of such loading services must in all cases, irrespective of terminology of terminal tariffs, be debited to and paid by cargo.

2. On cargo delivered in containers at carrier's designated CY at destination ports, a CY Service Charge of US\$22.60 per revenue ton, subject to a minimum charge of US\$22.60 per Bill of Lading, shall be assessed.

EXCEPTION 1:

Following Destination Delivery Charges are applicable to cargo freighted at the per container rates in US\$:

20-foot container	- US\$535
40' x 8'6" container	- 1070
40' x 9'6" container	- 1205
45-foot container	- 1355

NOTE: In cases of Breakbulk delivery of Yachts at the land side of the ship, the CY Delivery Charge will be applied.

EXCEPTION 2: (For PRC Origin Cargo only):

Irrespective of the rating of the cargo (any quantity or per container, etc.) and irrespective of the origin made (CY or CFS, etc.), the applicable CY destination delivery charge for cargo originating in the PRC and delivered at Carrier's CY will be:

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20-foot container	-	US\$535
40' x 8'6" container	-	1070
40' x 9'6" container	-	1205
45-foot container	-	1355

When two or more items are mixed in a container and one or more of the item(s) is/are subject to a weight or measurement rate without any per container rate, the Destination Delivery Charge for the items subject to per container rate shall be prorated based on its own per container Destination Delivery Charge and the percentage of total CBM in the container taken up by the item. The Destination Delivery Charge for the item which is subjected to weight or measurement rate without any per container rate shall be based on per ton CY Service Charge times the actual revenue ton.

3. "Revenue ton" as used in this Rule means one cubic metre or 1,000 kilos as freighted. Commodities which carry rate basis other than one cubic metre or 1,000 kilos (i.e., per unit, ad valorem, etc.) will be assessed the Destination Service Charges on a revenue ton of one cubic metre or 1,000 kilos, whichever produces the greater revenue.

4. The Destination Service Charges shall be paid prior to the release of the cargo and shall be shown on the Bills of Lading.

5. This rule does not apply for cargo destined to Puerto Rico and Virgin Islands.

6. Change of Delivery Service
At shipper's or consignee's request, carrier may allow change of Delivery Service from CY to CFS for rates in this tariff which include CY Delivery Charge upon collection of CFS Delivery Charge as specified in this tariff. However the rate inclusive of CY Delivery Charge shall be adjusted by deducting an amount equal to CY Delivery Charge as specified in this tariff.

Request for change of delivery may only be accepted when delivery is made to one consignee at one CFS and freight/charges to be paid by single party.

Rule 23-C Terminal Handling Charge at Origin

effective date = 09Dec2013

The term "CY Receiving Charge" filed in the rate tariffs will have the same meaning as "Terminal Handling Charge" and "Terminal Handling Charge At Origin".

This charge must be prepaid and payment made prior to issuance of Bills of Lading. However, at the request of consignee, this charge can also be paid on a collect basis provided a written request from consignee has been received prior to issuance of the B/L, and on condition that the conversion rate should be determined using the same basis as currently used in the tariff for prepaid freight.

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In the case of one or more container(s) covered by multiple Bills of Lading, the Terminal Handling Charge must be shown on one of the Bills of Lading.

The total Terminal Handling Charge assessed against shipments shall be stated on the Bills of Lading for such shipments, preceded by the following words:

"TERMINAL HANDLING CHARGE At Origin @(.) PER CONTAINER"

Origin/Point -----	Cargo Nature	Currency	CARGO			
			20	40	40H	45
Brunei	Dry	BND	182	270	270	340
	Reefer	BND	237	351	351	---
Cambodia (note 1)	Dry	USD	110	130	140	150
	Reefer	USD	140	180	180	---
	Haz/DG	USD	140	180	180	200
	Flat Rack	USD	140	180	180	---
	Open Top	USD	140	180	180	---

China (PRC) (Note 2)

a) Province of Guangdong, Guangxi, Guizhou, Hainan and Yunnan:

Dry	CNY	960	1,860	1,860	2,340
Reefer	CNY	1,230	2,360	2,360	---

b) All Other Province in PRC

Dry	CNY	740	1,080	1,080	1,400
Reefer	CNY	800	1,200	1,200	---

Hong Kong and Macau
(Note 3)

Dry	HKD	2,140	2,855	2,855	3,615
Reefer	HKD	2,760	3,680	3,680	---
Yacht	HKD	38.00 Per Linear Foot			

Indonesia
(Note 4)

Dry	USD	95	145	145	185
Reefer	USD	175	230	230	---
Yacht	USD	1.00 Per Linear Foot			

Korea

Dry	KRW	101,000	137,000	154,000	174,000
Reefer	KRW	217,000	289,000	325,000	---
Flat Rack	KRW	122,000	163,000	---	---
Open Top	KRW	122,000	163,000	---	---
DG Class 1,2,7	KRW	118,000	169,000	191,000	215,000
DG Class 3,6,8,9	KRW	99,000	142,000	160,000	180,000

Malaysia (*)

Dry	MYR	295	440	440	440
Reefer	MYR	440	670	670	---
Yacht	MYR	2.50 Per Linear Foot			

(*) excluding Port Kelang and Penang, Kuantan, Pasir Gudang and Tanjung Pelepas (PTP)

Kuantan

Dry	MYR	335	500	500	500
Reefer	MYR	495	735	735	---

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	Yacht	MYR	2.50	Per Linear Foot			
Port Kelang	Dry	MYR	335	500	500	500	
	Reefer	MYR	495	735	735	---	
	Yacht	MYR	2.50	Per Linear Foot			
Penang	Dry	MYR	335	500	500	500	
	Reefer	MYR	495	735	735	---	
	Yacht	MYR	2.50	Per Linear Foot			
Pasir Gudang	Dry	MYR	335	500	500	500	
	Reefer	MYR	495	735	735	---	
	Yacht	MYR	2.50	Per Linear Foot			
Tanjung Telepas (PTP)	Dry	MYR	335	500	500	500	
	Reefer	MYR	495	735	735	---	
	Yacht	MYR	2.50	Per Linear Foot			
Myanmar (Burma)	(Note 7)						
- If Use Shore Crane	All	USD	165	330	330	---	
- If Use Ship Crane	All	USD	150	300	300	---	
Philippines	Dry	USD	140	185	210	235	
	Reefer	USD	180	240	240	---	
	Yacht	USD	6.00	Per Linear Foot			
Singapore	Dry	SGD	215	325	325	410	
	Reefer	SGD	280	420	420	---	
	Yacht	SGD	11.00	Per Linear Foot			
Taiwan (Note 5)	Dry	TWD	5,600	7,000	7,875	8,860	
	Reefer	TWD	7,280	9,100	10,240	---	
	Yacht	TWD	152.00	Per Linear Foot			
Thailand	Dry	THB	2,600	3,900	4,390	4,935	
	Reefer	THB	3,100	4,650	5,230	---	
	Yacht	THB	35.00	Per Linear Foot			
Vietnam (Note 6)	Dry	USD	85	130	130	155	
	Reefer	USD	120	190	190	---	
	Flat Rack	USD	120	190	---	---	
	Open Top	USD	120	190	---	---	

Note 1:

The charge for Cambodia is inclusive of the governments Value Added Tax (VAT).

Note 2:

For purpose of rating cargo, if a contract currently is Inclusive of or is not subject to Shanghai Port Surcharge, The contract is also inclusive of or is not subject to The origin receiving charge/terminal receiving charge For Shanghai

Note 3:

Applicable to cargo moved under a Hong Kong/Macau Bill of Lading only (not applicable to cargo shipped under through

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Bills of Lading outside Hong Kong and Macau), will be assessed by Carriers for each container received at the Carriers On-Dock CY facility, irrespective of whether the container has originated from an Off-Dock CFS or CY.

Note 4:

The charge for Indonesia is inclusive of Value Added Surcharge (= Value Added Tax).

Note 5:

The charge for Taiwan includes Taiwan Customs Sealing Fee Of TWD100.00 per container levied by the ROC Customs Authorities for CY cargo.

Note 6:

- a) The charge for Vietnam is inclusive of foreign contractor tax.
- b) This charge applies to cargo originating from the Economic Processing Zone (EPZ), the FCT (= VAT) is exempted as per Vietnam government policy.

Note 7:

- a) The charge for Myanmar (Burma) must be collected/paid at destination prior to release of cargo.
- b) All cargo associated with the ICD/loading port, including but not limited to Reefer Plug Charge (Pre-cooling/Load cooling/Pretest), Container shifting charges at Depot are for account of cargo as per local Depot/Terminal tariff and payable directly to the Depot/Terminal Operator(s).

Rule 23-D Origin Receiving Charge in China

effective date = 09Dec2013

The term "CFS Receiving Charge" filed in the rate tariffs will have the same meaning as "CFS Charge At Origin (CFO)".

On cargo delivered to CFS at loading port, the applicable CFS Receiving Charge assessed against the cargo shall be as follows:

- (1) Commodities which carry rate basis other than 1 cubic meter or 1,000 kilos (i.e., per unit, ad valorem etc.) will be assessed the CFS Receiving Charge on a revenue ton of 1,000 kilos or 1 cubic meter whichever produces the greater revenue.
- (2) The CFS Receiving Charge must be prepaid except for return cargo moving under Rule No. 18 and payment made prior to issuance of the Bills of Lading.

China (PRC)

- a) USD17.00 per revenue ton, subject to a minimum of USD17.00, to be prepaid at origin for CFS cargo from ports/points in Guangdong Province, Guangxi Province, Hainan Province and Yunnan Province.
- b) US\$35.00 per revenue ton, subject to a minimum of USD35.00, to be prepaid at origin for CFS cargo from

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ports/points in PRC (except Guangdong Province, Guangxi Province, Hainan Province and Yunnan Province).

Rule 24 NVOCCs in Foreign Commerce: Bonds and Agents

effective date = 09Dec2013

A. BONDING OF NVOCCs

1) Carrier has furnished the Federal Maritime Commission a bond in the amount of \$150,000 required by 46 CFR Part 515.21(a) to ensure the financial responsibility of the carrier for the payment of any judgement or any settlement made pursuant to a claim under 46 CFR Part 515.23(b) for damages arising from its transportation related activities or orders for reparations issued pursuant to Section 11 of the Shipping Act of 1984, 46 U.S.C. app. 1702, as amended by the Ocean Reform Shipping Act of 1998, or any penalty assessed against the Carrier pursuant to Section 13 thereof.

2) Bond No: 8942361

3) Bond issued by:

American Alternative Insurance Corporation
c/o Roanoke Trade Services, Inc.
1475 E. Woodfield Road, Suite 500
Schaumburg, IL 60173-4903

B. AGENT FOR SERVICE OF PROCESS

1) Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent can not 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.

2) Service of administrative processs, other than subpeonas, may be effected 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:

American Alternative Insurance Corporation
c/o Roanoke Trade Services, Inc.
1475 E. Woodfield Road, Suite 500
Schaumburg, IL 60173-4903

Rule 25 Certification of Shipper Status in Foreign Commerce

effective date = 09Dec2013

No NVOCC shipments shall be accepted unless the NVOCC is in compliance with the Federal Maritime Commission's Regulations as published in 46 CFR Part 583.7(a) and (b) (1) and (2).

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Rule 26 Time/Volume Rates in Foreign Commerce

effective date = 09Dec2013

Not Applicable.

Rule 27 Loyalty Contracts in Foreign Commerce

effective date = 09Dec2013

Not Applicable.

Rule 28 Definitions

effective date = 09Dec2013

Explanation of definitions as used throughout this tariff,

BAF	Bunker Adjustment Factor
B/L	Bill of Lading
CAF	Currency Adjustment Factor
CBM or M3	Cubic Meter
COFC	Container on Flat Car
CTR	Container
Cu.Ft. or cft	Cubic Foot (feet)
Cwt	100 Pounds
DDC	Destination Delivery Charge
EAN	Except as Noted
F	Fahrenheit
F.A.K	Freight All Kinds
F.A.S.	Free Alongside Ship
FCL	Full Container Load
F.I.O.	Free In and Out
F.I.O.S.	Free In, Out and Stow
FIO ST	Free In and Out, Stowed and Trimmed
F.O.B.	Free On Board
F.O.T.	Free on Truck
Ft	Foot (Feet)
In	Inch(s)
K.D.	Knocked Down
Kgs or Kilo(s)	Kilogram(s)
LASH	Lighter Aboard Ship
lb(s)	Pound(s)
LCL.....	Less than Container Load
L.T.	Long Ton (2240 pounds)
Ltd.	Limited
Max	Maximum
Min	Minimum
MLB	Mini-Landbridge
No.	Number
NVOCC	Non-Vessel Operating Common Carrier
R/T	Revenue Ton
SOC	Shipper Owned Container
SOTC	Shipper Owned Tank Container
SU	Set Up
THC	Terminal Handling Charge
TLI	Tariff Line Item
TOFC	Trailer on Flat Car

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Ton	Weight or Measurement as Freighted
T.T.S.	Telegraphic Transfer Selling Rate
U.S. or U.S.A.	United States of America
Viz.	Namely
VOCC	Vessel Operating Common Carrier
X	Times (measurement to weight ration factor)
%	Per Cent
'	Foot (feet)
"	Inches
&	And
\$	Dollar(s)
\	Cent(s)
/	And/Or
@	Per

ALL INCLUSIVE - means that an individual rate publication shall not be subject to the governing CAF, BAF and THC; refer to Rule No. 2.

CARGO, N.O.S. - means articles not otherwise specified in individual commodity items of this tariff

CAUTION - means articles which may be subject to Rule No. 16

DRY CARGO - means cargo other than that requiring temperature control.

EXPLOSIVE CARGO - means cargo falling within Class A, B and C explosives as defined in Rule No. 16.

FREE OUT - means the application of the Terminal Charges are for the account of the cargo.

LABEL CARGO - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16

LINER OUT - means that the Line (Carrier) will pay the Terminal Charges.

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

NON-HAZARDOUS - means non-label cargo which is permitted stowage between decks or under deck (other than Magazine) under C.F.R. Title 46 - shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefor as provided in the tariff item.

ONE COMMODITY - means any or all the articles described in any one rate item in this Tariff.

REVENUE TON - means 1,000 kilos or 1 cubic meter as freight charges are assessed.

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SHIPMENT - means a quantity of goods, tendered by one Consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one Consignee at one port/point of destination.

STUFFING, UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from containers.

WORKING DAY - means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

Rule 29 Symbols

effective date = 09Dec2013

RATE BASIS		HAZARD CODES	
-----		-----	
AV	Ad Valorem	A	IMO Stow Category A
EA	Each (As Defined)	B	IMO Stow Category B
LS	Lump Sum	C	IMO Stow Category C
M	Measure	D	IMO Stow Category D
MBF	1000 Board Feet	E	IMO Stow Category E
PC	Per Container	HAZ	Hazardous
W	Weight	NHZ	Non-Hazardous
WM	Weight/Measure	N/A	Not Applicable

CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZES

LTL	LESS THAN LOAD	43	43FT
20	20FT	45S	45FT 8'0"
24	24FT	45	45FT 8'6"
35	35FT	45A	45FT 9'0" HIGH CUBE
40S	40FT 8'0"	45B	45FT 9'6" HIGH CUBE
40	40FT 8'6"	45X	45FT ANY HEIGHT
40A	40FT 9'0" HIGH CUBE	48	48FT
40B	40FT 9'6" HIGH CUBE	53	53FT
40X	40FT ANY HEIGHT	N/A	NOT APPLICABLE
42	42FT		

TYPES

AC	Atmosphere Control	OT	Open Top
DF	Drop Frame	PC	Dry
FB	Flat Bed	PL	Platform
FR	Flat Rack	RE	Reefer
GC	Garment Container	TC	Tank
HH	Half Height	TL	Top Loader
IN	Insulated	TR	Trailer
N/A	Non-Containerized Cargo/Not Applicable	VR	Vehicle Racks

TEMPERATURE

AC	Artificial Atmosphere Control
CLD	Chilled
FRZ	Frozen

SERVICE

B	Barge
D	Door
M	Motor
R	Rail Yard

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HTD	Heated	S	Container Freight Station
N/A	Not Applicable/Not Operating	U	Rail Siding
RE	Refrigerated	X	Team Tracks
VEN	Ventilated	Y	Container Yard

SYMBOL EXPLANATION

- (A).....Increase
- (C).....Change in wording which results in neither Increase nor Reduction
- (E).....Expiration
- (I).....New or Initial Matter
- (R).....Reduction
- (P).....Extension of Service to Additional Port(S)/Point(S)
- (S).....Special Case Matter
- (T).....Terminal Rates, Charges or Provisions over which carrier has no control
- (W).....Same Day Withdrawal of Erroneous Data
- (X).....Exemption for Controlled Carrier Data in U.S./Bilateral Trades

- X.....Times (Measurement to Weight Ratio Factor)
- %.....Percent
- '.....Foot (Feet)
- ".....Inch(es)
- &.....And
- \$.....Dollar(s)
- /.....or (Per)

INLAND TRANSPORTATION MODES

WEIGHT

B	Barge	KGS	Kilograms
M	Motor	KT	1000 Kgs (Metric Ton)
MB	Motor/Barge	LBS	Pounds
MR	Motor/Rail	LT	Long Ton (2240 LBS)
N/A	Not Applicable	ST	Short Ton (2000 LBS)
R	Rail		
RB	Rail/Barge		

VOLUME

LENGTH, WIDTH AND HEIGHT

CBM	Cubic Meter	CM	Centimeters
CFT	Cubic Feet	FT	Feet
IN	Inches		
M	Meters		

SERVICE CODE EXPANSION TABLE

The following service codes are attached to the TLI's (Tariff Line Items) or individual commodity rates published in this tariff. The explanation or "expansion" indicated below is for text cross reference and reflects the actual ATFI data on file with the Federal Maritime Commission.

Service Code	Service Explanation
-----	-----
/A	YY, YS, SY, SS
/C	YY, YS, SY
/D	YD, SD

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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 (or the originating carrier in the case of through transportation).

Tariff Rate means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

EXTENT OF ACTIVITY:

Carrier participates in NRA's and utilizes Open Tariff Rates. As required by Part 532.4 of the CFR, the governing rule publication is available to the public at <http://rates.descartes.com>, free of charge.

Rule 100 General Rate Increases - GRIs

effective date = 09Dec2013

Please see the following sub-rules for specific General Rate Increases ("GRIs"), and applicable dates.

Rule 100-A RESERVED FOR FUTURE USE

effective date = 09Dec2013

This rule intentionally left blank.