Joint Transport International Services Ltd.

**ORIGINAL TITLE PAGE** 

FMC No.

NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: January 15, 2024 PUBLISHED DATE: January 15, 2024 EXPIRATION DATE: None

**CONTROLLED CARRIER STATUS: NONE** 

# TITLE PAGE

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

**Joint Transport International Services Ltd. (referred to herein as "Carrier")** is a registered Non-Vessel Operating Common Carrier ("NVOCC") by theFederal Maritime Commission ("FMC"), operating under FMC organization number [Org. No. Pending].

Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs").

NRA means the writtenand binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, and on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a signed agreement; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo. Service under an NRA is subject to this rules tariff unless otherwise indicated.

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

P: Joint Transport International Services Ltd.

PO: Meirav Itzchaky E: meirav@jti.co.il T: +972-543555551

TARIFF DETAILS	
Tariff Number:	101
TARIFF TITLE:	NRA GOVERNING RULES TARIFF
EFFECTIVE:	January 15, 2024
Thru:	None
EXPIRES:	None
PUBLISH:	January 15, 2024
AMENDMENT TYPE:	0
ORIGINAL ISSUE:	January 15, 2024
WEIGHT RATING:	1,000KGS
VOLUME RATING:	1CBM
TARIFF TYPE:	GOVERNING NRA and NSA RULES TARIFF
CERTIFICATION:	ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL
	ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION	
ORG NUMBER:	[Org. No. Pending]
NAME:	Joint Transport International Services Ltd.
TRADE NAME: Type:	JTI, J.T.I.
	NON-VESSEL OPERATING COMMON CARRIER
HDQ. COUNTRY:	Israel
PHONE:	+972-543555551
FAX:	
EMAIL ADDRESS:	Meirav@jti.co.il

Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World) [Org. No. Pending] AMENDMENT NO. O **Table of Contents** 

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## Tariff Rule Information Joint Transport International Services

NRA RULES TARIFF NO. 101 - Between (US and World) AMENDMENT NO. O Rule 1:

Scope

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

Rules, Provisions, Terms and Conditions, Rates and regulations published herein apply on General Cargo transported pursuant to an effective NRA or NSA between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and Worldwide Ports and Points.

# Tariff Rule Information

Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World) AMENDMENT NO. O Notice to Tariff Users Rule 2:

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs").

NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." The effective

date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

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

# Tariff Rule Information

AMENDMENT NO. O

Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)

Application of NRA or NSA Rates and Charges Rule 3:

## Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

NRA or NSA rates are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 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. NRA or NSA 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. NRA or NSA rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where 2 the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing,

and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRA or NSA rates are applicable from Inland Points which lie beyond port terminal areas. Such NRA or NSA rates shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA or NSA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.

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

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

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs and Border Protection ("CBP"). 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 NRA or NSA rates are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

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

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

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

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

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

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

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

14. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, pandemics, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract in conformity with Federal Maritime Commission Regulations."

15. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.

#### 16. TYPES OF SERVICE PROVIDED

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

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

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

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

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

17. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained in this tariff.Container Yard (Y)

The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds

or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S)

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

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or NSA. Ocean Port (O)

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

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

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

IPI Service, from Asia to USA

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

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

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

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA. 18. LIMITATION OF SERVICE

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

19. CUSTOMS CLEARANCE

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

20. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

21 Except as otherwise provided, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.

- 22 Each single carton, package, or other separate articles must be plainly and durably marked with the name and address of the shipper and the consignee. Export marks may be used as marking identification in lieu of names and addresses, provided such marks can be readily matches with the descriptions shown on the dock receipt and other papers accompanying the shipment. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.
- 23. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.
- 24. Each package, bundle or piece of freight must be plainly marked with the full name or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.
- 25 Where packing requirements are specified, the rate will only apply when the commodity is tendered in the packing specified.
- 26 Where no package specifications are prescribed in the individual items, the goods will be accepted in any package which, in the judgment of the Carrier, adequately protects the goods from any damage in ordinary handling, stowage, and transport.

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. 0	
Rule 4:	Cargo N.O.S.

## Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

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

US Outbound	USD 55,000 / TEU
US Inbound	USD 55,000 / TEU

For less-than-container load shipments, the following Cargo, N.O.S. rate shall apply

USD 5,500 / CBM

# Tariff Rule Information

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. 0	
Rule 5:	Bill of Lading

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

### BILL OF LADING TERMS AND CONDITIONS

(Definitions) "Carrier" means Joint Transport International Services Ltd., on whose behalf this Bill of Lading has been issued as indicated on the face hereof, whether acting as carrier or bailee. HBL. "Merchant" means and includes the Shipper, the Consignor, the Consignee, and the Holder of this HBLHBL, the Receiver and the Owner of the Goods. "Consignor" means the person who concludes the multimodal transport contract with the Carrier. "Consignee" means the person entitled to receive the goods from the Carrier. "Taken in charge" means the goods have been handed over to and accepted for carriage by the Carrier at the place of receipt evidenced in this HBL. "Goods" mean any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Carrier, irrespective of whether such property is to be or is carried on or under deck. "HBL" – House Bill of Lading.

1. (Applicability). These Conditions Shall apply in respect to all modes of transportation covered by the HBL.

2. (Issuance of this HBL) (2.1) By issuance of this HBL the Carrier (a) Undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this HBL) to the place of delivery designated in this HBL; (b) Assumes liability as set out in these conditions. (2.2) Subject to the conditions of this HBL the Carrier shall be responsible for the acts and omission of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this HBL, as if such acts and omissions were his own.

3. (Negotiability and Title to the Goods) (3.1.) This HBL is issued in a negotiable form unless it is marked <<waybill>> and / or <<nonnegotiable>>. It shall constitute tile to the goods and the holder, by endorsement of this HBL, shall be entitled to receive or to transfer the goods
herein mentioned. (3.2) The information in this HBL shall be prima facie evidence of taking in charge by the Carrier of the goods as described by
such information unless a contrary indication, such as <<shipper's weight, load and count>>, <<shipper-packed container>> or similar
expressions, has been made in the printed text or superimposed on this HBL. However, proof to the contrary shall not be admissible when the
HBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. (Dangerous Good and Indemnity) (4.1) The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken. (4.2) If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Carrier against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage of the said goods shall rest on the Merchant. (4.3) If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such ange, liability and expense arising therefrom.

5. (Description of Goods and Merchant's Packing and Inspection) (5.1) The Consignor shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and , if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the HBL. The Consignor shall indemnify the Carrier against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the HBL has been transferred by him. The right of the Carrier to such an indemnity shall in no way limit his liability under this HBL to any person other than the Consignor. (5.2) The Carrier shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other

transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Carrier, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Carrier if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Carrier against all loss, damage, liability and expense so caused.

6. (Carrier's Liability) (6.1) The responsibility of the Carrier for the goods under these conditions covers the period from the time the Carrier has taken the goods in his charge to the time of their delivery. (6.2) The Carrier shall be liable for loss of or damage to the goods if the occurrence which caused the loss, damage took place while the goods were in his charge as defined in Clause 2.1.a, unless the Carrier provides that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss or damage. (6.3) Arrival times are not guaranteed by the Carrier. Carrier is not responsible for any delay in delivery, nor any loss or damage following from delay in delivery. (6.4) When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to provide that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events: (a) an act or omission of the Merchant, or the person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the goods in charge; (b) insufficiency o defective condition of the packaging or marks and/or numbers; (c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant; (d) inherent vice of the goods; (e) strike, lockout, stoppage or restraint of labor. (6.5) Defenses for carriage by sea or inland waterways notwithstanding Clauses 6.2 and 6.3. The Carrier shall not be liable for loss or damage with respect to goods carried by sea or inland waterways when such loss or damage during such carriage has been caused by: (a) act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship; (b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Carrier can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. (Paramount Clauses) (7.1) The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25<sup>th</sup> August 1924, or in those countries where there are already in force the Hague Visby Rules contained in the Protocol of Brussels, dated 23<sup>rd</sup> February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck. (7.2) The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the Carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this HBL or would be applicable but for the goods being carried on deck in accordance with a statement on this HBL.

8. (Limitation of Carrier's Liability). (8.1) Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this HBL, they should been so delivered. (8.2) The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of the goods of the same name and quality. (8.3) Subject to the provisions of sub clauses 8.4 to 8.8 inclusive, the Carrier shall in no event be or become liable for any loss or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher (8.4) Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the HBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, sch article of transport shall be considered the package or unit. (8.5) Notwithstanding the above-mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Carrier shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the goods lost or damaged. (8.6) (a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Carrier's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law. (b) The liability of the Carrier under COGSA, where applicable, shall not exceed US \$500 per package or, in the case of goods not shipped in packages, per customary freight unit. (8.7) The Carrier is not liable in respect of any consequential loss or damage of any reason. (8.8) The aggregate liability of Carrier shall not exceed the limits of liability for total loss of the goods

9. (Applicability to Actions in Tort) These conditions apply to all claims against the Carrier relating to the performance of the contract evidenced by this HBL, whether the claim be founded in contract or in tort.

10. (Liability of Servants and Other Persons) (10.1) These conditions apply whenever claims relating to the performance of the contract evidenced by this HBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Carrier and of such servants, agents or other persons shall not exceed the limits in clause 8. (10.2) In entering into this contract as evidenced by this HBL, the Carrier, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract. (10.3) The aggregate of the amounts recoverable from the Carrier and the persons referred to in Clauses 2.2 and 10.1 shall not exceed the limited provided for in these conditions.

11. (Method and Route of Transportation) Without notice to the Merchant, the Carrier has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

12. (Delivery) (12.1) Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent or at port of discharge in accordance with this HBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Carrier is entitled to call upon the Merchant to take delivery. (12.2) The Carrier shall also be entitled to store the goods at the sole risk of the Merchant, and the Carrier's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Carrier. (12.3) If at any time the carriage under this HBL is or is likely to be affected by any hindrance or risk of any kind (including the conditions of the goods) not arising from any fault or neglect of the Carrier or a person referred to in Clause 2.2 and which cannot be avoided by the exercise of reasonable endeavors the Carrier may abandon the goods under this HBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at

any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Carrier in respect of such goods shall cease. In any event, the Carrier shall be entitled to full freight under this HBL and the Merchant shall pay any additional costs resulting from the above-mentioned circumstances.

13. (Freight and Charges) (13.1) Freight shall be paid in cash, without any reduction or decrement on account of any claim, counterclaim or setoff, whether prepaid or payable at destination. Freight shall be considered as earned by the Carrier at the moment when the goods have been taken in his charge, and not to be returned in any event. (13.2) Freight and all other amounts mentioned in this HBL are to be paid in the currency named in this BL or, at the Carrier's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Carrier on the date o this HBL. (13.3) All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Carrier, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Carrier. (13.4) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by ware, warlike operations, epidemics, strikes, government directions or force majeure. (13.5) The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Carrier has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to give times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this HBL as freight payable. (13.6) Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this HBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. (Lien) The Carrier shall have a lien on the goods an any documents relating thereto for any amount due at any time to the Carrier from the Merchant in respect of any debt including freight, demurrage storage fees and the cost of recovering same, in relation to the goods or any other goods, and may enforce such lien in any reasonable manner which he may think fit.

15. (General Average) The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection.

16. (Notice) (16.1) Unless notice of loss of or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Carrier within 6 days from the day the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Carrier of the goods as described in this HBL. (16.2) Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when goods were delivered to the consignee in accordance with Clause 12.

17. (Time Bar) The Carrier shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 12 months after the delivery of the goods, or the date when the goods should have been delivered.

18. (Partial Invalidity). If any clause or a part thereof is held to be invalid, the validity of this HBL and the remaining clauses or a part thereof shall not be affected.

19. (Jurisdiction and Applicable Law) Actions against the Carrier must be exclusively instituted only in the place where the Carrier has his place of business as stated on the reverse of this HBL and shall be decided according to the law of the country in which that place of business is situated.

# FACE OF BILL OF LADING

			HBL	п
Consigned to order of				
			Int	Joint Transport ernational Services
Notify address SAME AS CONSIGNEE		2 Pal Yam ,	port International Se Haifa 4866 Fax: 03-5377236	
	Race of receipt			
Orean vessel	Port of loading			
Part of discharge	Race of delivery			
Marks and numbers	Number and kind of packa	iges Descripti	ion of goods	Gross weight Measuremen
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[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 6:	Conflict Between Rules Tariff and Bill of Lading
Effective: January 15.	, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

In the case of any conflict between the provisions of this Rules Tariff and the terms and conditions of the Carrier's Bill of lading issued to Customer, the terms and conditions of the Carrier's Bill of Lading controls.

# Tariff Rule Information

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 7:	Diversion by Carrier
Effective: January 15	, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

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

- 1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to points enroute between carrier's discharging terminal and carrier's delivery terminal provided the rates are not already provided for such destinations in individual commodity items.
- 2. The ocean carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo had been discharged at the terminal port named in the ocean bill of lading. Within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

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

# Tariff Rule Information

Org. No.	Joint Transport International Services
Pending]	NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 8:	Rate Applicability Rule
Effective: January 15	2024 Thru: NONE Expires: NONE Publish: January 15, 2024

All cargo will be transported at the applicable rate and subject to the applicable Rules, Provisions and Accessorial Charges lawfully in effect on the date the cargo is received by the Carrier or its agent (including originating Carriers in the case of rates for through transportation).

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 9:	Minimum Bill of Lading Charges
THEE 4' T. 15	2024 THE NONE E . NONE D LUI 1 1 15

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

Except as otherwise provided in individual NRAs or NSAs governed by this Tariff, the minimum charge per Bill of Lading shall be the charge for one freight ton of the commodity being shipped, exclusive of all surcharges.

# Tariff Rule Information

 Org. No.
 Joint Transport International Services

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

 AMENDMENT NO. O
 Freight Forwarder Compensation

 Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

### APPLICABLE ONLY ON CARGO ORIGINATING IN THE UNITED STATES

Unless otherwise stated in the applicable NRA or NSA, compensation to a Licensed Ocean Freight Forwarder will be paid in connection with any shipment dispatched on behalf of others when, and only when, such Forwarder is licensed with the Federal Maritime Commission under Section 19(a) of the Shipping Act of 1984 and has certified in writing that it holds a valid license and has performed the following services:

- 1. Engaged, booked, secured, reserved or contracted directly with the Carrier or its agent for space aboard a vessel or confirmed the availability of that space.
- 2. Prepared and processed the Ocean Bill of Lading, Dock Receipt, Consular Documents and Export Declarations or other similar document with respect to the shipment.

Carrier will not pay compensation for services described in paragraph (1) more than once on the same shipment. Freight Forwarder Compensation cannot be paid on any shipment for which Ocean Brokerage is payable.

Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.

The amount of compensation will be: 1.25%

Compensation will not be due or payable on the following:

- 1. Advance charges
- 2. Temporary Freight Charges or Emergency Surcharges
- 3. Bulk Cargoes and Lumber exempted from the filing requirements of the Shipping Act of 1984
- 4. Military Sealift Command or Military Traffic Management Command Cargoes
- 5. Currency Adjustments

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 11:	Ad Valorem Rates
Effective: January 15	. 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

All shipments moving pursuant to and rated under the rules and regulations named in this Tariff and the rates and charges named in NRAs or NSAs governed by this Tariff are predicated on Carrier's liability NOT exceeding the limit specified in the Carrier's regular Bill of Lading form.

- 1. 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 payments of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.
- 2. Where value is declared on any piece of package in excess of the Bill of Lading limit of value of \$500.00, the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the stated Bill of Lading limit of value and is in addition to the base rate.

# Tariff Rule Information

 Org. No.
 Joint Transport International Services

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

 AMENDMENT NO. O
 Rule 12:

 Co-Loading in Foreign Commerce
 Effective: January 15, 2024 Thru: NONE Expires; NONE Publish: January 15, 2024

Joint Transport International Services Ltd. (or any d/b/a thereof), a non-vessel-operating common carrier (NVOCC) may tender cargo to other NVOCCs for co-loading at its option, risk and expense, subject to the provisions named below. For the purpose of this Rule, "Co-Loading" is the combining of cargo, in the import or export of foreign commerce of the U.S. by two or more NVOCCs for tendering to an Ocean Carrier under the name of one or more of the NVOCCs.

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 the Carrier is the tendering NVOCC, the Carrier will be responsible to the receiving NVOCC for payment of any charges for transportation of the cargo.

CARRIER'S RIGHT: Carrier reserves the right to tender cargo to other NVOCCs under a Shipper-to-Carrier relationship to accomplish all, or any portion, or the through transportation.

LIABILITY: It is understood that the tendering of cargo to and the acceptance of a Bill of Lading issued by another NVOCC for coloading shall NOT increase, reduce, alter or otherwise remove Carrier's liability to the Shipper for the cargo as specified on the Shipper's Bill of Lading at the time of the shipment.

ANNOTATION: When Carrier tenders cargo to another NVOCC for co-loading as a Shipper, the Carrier will take place a notation reading substantially as specified below on the face of the Bill of Lading covering such co-loaded cargo, "Joint Transport International Services Ltd. (or any d/b/a or agent thereof) has tendered the cargo moving under this Bill of Lading to [Name of Receiving NVOCC] for co-loading service."

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 13:	Hazardous Cargo
Effective: January 15,	, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

- 1. Carrier reserves the right to accept, to refuse, or transport Explosives, Inflammables or other Dangerous and Hazardous Cargo, or cargo of an objectionable nature, which are subject to special booking arrangements.
- 2. Carrier shall refuse any shipment or hazardous, explosive, flammable, dangerous or objectionable cargo when shipping containers, marking labels, certifications, packing or packaging of such cargo is NOT in accordance, and strict compliance, with the rules, regulations and provisions in the publications named below.
- 3. 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 the account of the Consignees, and/or owners and/or Shippers of such cargo.
- 4. The transportation of Explosives will be governed by the United States Code of Federal Regulations, *e.g.*, U.S. Cost Guard Regulations at CFR Title 46, Shipping Parts 147-148 as revised or superseding regulations, U.S. Department of Transportation Regulations at CFR Title 49 Parts 171-180 as revised or superseding Regulations, all other rules and regulations promulgated by applicable local, municipal, state or foreign governments or authorities, and to the extent applicable the International Maritime Dangerous Goods Code (IMCO) published by the International Maritime Organization, 4 Albert Embankment, London, England SE1 7SR as listed below:

## Class 1. Explosives.

- 1. Gases; Compressed, Liquified or Dissolved under Pressure.
- 2. Inflammable Liquids.
- 3. Inflammable Solids.
- 4. Oxidizing Substances and Organic Peroxide.
- 5. Poison and Infectious Substances.
- 6. Radioactive Substances.
- 7. Corrosives.
- 8. Miscellaneous Dangerous Substances.

# Tariff Rule Information

Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)

AMENDMENT NO. O Rule 14: Shippers Requests in Forcign Commerce

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

Any Shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, courier, facsimile or telex. Requests and Complaints are to be sent directly to the Carrier at the address shown in the Tariff Record. As used in this Tariff, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 15:	Overcharge Claims
Effective: January 15	. 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

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

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 Claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11(g) of the Shipping Act of 1984. Such claims must be filed within three years of the date of receipt of shipment by Carrier.

# Tariff Rule Information

	Joint Transport International Services
[Org. No. Pending]	NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 16:	Use of Carrier Equipment
Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024	

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

# Tariff Rule Information

Org. No.Joint Transport International Services<br/>NRA RULES TARIFF NO. 101 - Between (US and World)AMENDMENT NO. O<br/>Rule 17:Bonding and AgentsEffective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

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

BOND NO.: 7912008

# NAME OF SURETY COMPANY THAT ISSUED THE BOND: Southwest Marine and General Insurance Company, 412 Mt. Kemble Ave, Suite 300c. MORRISTOWN, NJ 7960

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

AGENT OF SERVICE OF PROCESS ADDRESS:

Vanguard Logistics Services (USA), Inc. 5000 Airport Plaza Drive, Suite 200 Long Beach, CA 90815 ATTN: James Prestia



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

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

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Tariff R	ule Information	
[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)	
AMENDMENT NO. O		
Rule 19:	Access to Tariff Information	
Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024		

Carrier maintains an electronic copy of this Tariff, open and free of charge in conformity with 46 CFR 520 and 46 CFR 532, as amended, at <u>https://en.jti.co.il/</u>.



 Joint Transport International Services

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

 AMENDMENT NO. O
 Rule 20:

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

The Carrier will offer rates for service utilizing the tariff publication exemption under 46 CFR 532.2. For shipments moving under a tendered NRA, the Shipper will receive a written offer disclosing all rates and charges, except those charges which by regulation must be published herein, including but not limited to General Rate Increases ("GRIs"). Rates and charges will be those in effect at time of receipt of cargo by Carrier or Carrier's agent (including originating carriers in the case of through transportation) after confirmation and acceptance in writing by Shipper. Rates and charges within the NRA will be binding and not subject to amendment or modification during the term of the arrangement.

The Bill of Lading and other shipping related documents will be annotated with the unique number assigned to the NRA and records will be maintained for a period of five (5) years from the date of shipment.

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 21:	Alternate/Substitution Service and Impractical Operations
Effective: January 15	, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

- 1. Carrier expressly reserves the right, at its sole discretion, for any reason whatsoever and without notice, to transfer cargo in its possession from 1 (one) container to another, to shift cargo from 1 (one) underlying vessel operating common carrier to another and/or to substitute 1 (one) mode of transportation for another at any port or point in, or for any portion of, the through transportation service provided by the Carrier. Any such transfer, shifting or substitution shall be deemed to be within the contract of affreightment and shall NOT be considered a deviation therefrom.
- 2. Alternate or Substituted Service between Ports: Carrier reserves the right to transfer cargo to alternate or substitute ports of service by trucking, rail, or any other means of transportation deemed appropriate by the Carrier. Except as otherwise provided below, such substituted service or transfer arrangements shall NOT result either directly or indirectly in any lessening or increasing of the cost or expense which the Customer would have borne had the cargo moved from, to or through the port(s) originally intended or booked.
- 3. When rates differentiated ONLY by the transportation route utilized are named in NRAs or NSAs governed by this Tariff and Carrier, pursuant to the provisions of paragraph a. herein, forwards cargo to destination via alternate or substituted port service, freight charges shall be assessed based on the transportation route selected by the Customer, or the freight charges applicable via the actual route of movement, whichever is lower.
- 4. Nothing in this Tariff, or any NRA or NSAs governed by this Tariff, shall be construed as Carrier to transport cargo or furnish service for which is does not have, or cannot obtain, suitable or sufficient transporting containers or equipment, nor to accept cargo when underlying vessel-operating-common-carrier or inland carrier services are NOT available. Further nothing in this Tariff or any NRA or NSA governed by this Tariff, shall be construed as creating any obligation for Carrier to institute or maintain any service from or to any port or point where it is impractical, unsafe or unlawful to operate transportation services or if strikes, labor disturbances, civil commotion, military actions, or riots are occurring at the time shipment is tendered or delivered.

# Tariff Rule Information

Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)

MENDMENT NO. O Rule 22: Prohibited Cargo

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

The following described articles and property will NOT be accepted for transportation under the rule, regulations, terms, conditions, rates and charges named in this Tariff or in an NRA OR NSA governed by this Tariff:

- 1. Animals, live, domestic or wild, including pets or livestock;
- 2. Articles, or parts thereof, the transportation of which is prohibited in U.S. interstate or foreign commerce, or which is prohibited by applicable laws of other countries to or through which Carrier provides transportation service; and
- 3. Articles or cargo which because of its inherent characteristics are liable to impregnate, destroy or otherwise damage cargo, vessels, docks, piers, terminals, warehouses, or transporting/handling equipment.

[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
AMENDMENT NO. O	
Rule 23:	Transportation Service Limitations/Substitution Services
Effective: January 15,	2024 Thru: NONE Expires: NONE Publish: January 15, 2024

- 1. Except as otherwise specifically provided in the Rules of this Tariff or in individual NRAs or NSAs governed by this Tariff, rates named in NRAs or NSAs governed by this Tariff applying from, to or through U.S. or foreign Ports do NOT include lighterage, terminal handling, wharfage, taxes, duties, dues, customs charges or any other assessorial charges or assessments which have been established by custom of the Port, by Port Operators or Authorities or by national Customs Services (Except as otherwise provided herein). All such assessorial charges assessed against the cargo will be for the account of the Cargo, even if the Carrier is responsible for the collection thereof.
- 2. Except as otherwise provided, Carrier is NOT obligated to transport cargo in any particular container or type of container or equipment, except as specified in individual NRAs or NSAs subject to this Tariff.
- 3. Except as otherwise provided below, Carrier is not obligated to transport cargo via any particular vessel, ocean, water, rail, motor or air carrier, or in time for any particular market or otherwise than with reasonable dispatch and due diligence. Selection of any underlying or inland carrier to be used for any portion of the through transportation of cargo shall be at the sole discretion of the Carrier.
- 4. When specific reference is made in an individual NRA OR NSA governed by this Tariff to a specific transit time to which Carrier has agreed, Carrier will forward shipments via an underlying VOCC Carrier providing the transit time agreed to by Customer & Carrier.
- 5. Except as otherwise provided in an NRA OR NSA governed by this Tariff, Carrier reserves the right to load and transport any single shipment in more than 1 (one) container when required by governmental regulations, for operation exigencies or for any other reason whatsoever. Additionally, Carrier reserves the right to effect whatever splitting or consolidation of cargo it deems most advantageous in order to make the most efficient use of its equipment. Further Carrier expressly reserves the right, at its sole discretion, for any reason whatsoever and without notice, to transfer cargo in its possession from 1 (one) container to another, to tranship cargo from 1 (one) vessel to another and/or to substitute 1 (one) mode of transportation for another at any point in, or for any portion of, the through transportation service provided by the Carrier. Any such transfer, transshipment, movement or substitution of service shall be deemed to be within the contract of affreightment and shall NOT be considered a deviation therefrom.
- 6. Carrier reserves the right to substitute rail or motor carrier equipment for ocean carrier equipment during all or any part of the inland portion of a through intermodal transportation service provided under any NRA OR NSA governed by this Tariff. Except as otherwise provided in an individual NRA OR NSA governed by this Tariff (and then ONLY at Customer's option) substitution of equipment will NOT affect the rates or charges assessed for transportation service, NOR shall it affect the Carrier's liability or responsibilities to the Customer. Transfer, loading or other charges incurred for such substituted equipment service shall NOT be assessed against either the cargo, the Customer, but shall be paid by the Carrier.
- 7. The rates named in each NRA OR NSA governed by this Tariff are FAK rates unless otherwise specified.
- 8. RATES PUBLISHED TO APPLY VIA SPECIFIC UNDERLYING VOCCS OR CO-LOADED VIA SPECIFIC NVOCCS: Except as otherwise provided in an individual NRA OR NSA governed by this Tariff, all shipments will be transported as defined in this Tariff. However, when rates named in NRAs or NSAs governed by this Tariff are published to apply via a specifically named underlying VOCC or NVOCC the following will apply:
  - a. When different rates applying from and to the same ports/points are provided in an NRA OR NSA governed by this Tariff and the application of the rates are based on different underlying VOCCs/NVOCCs, selection of the underlying VOCC/NVOCC will be strictly at the Customer's option. Customer MUST specify the underlying VOCC/NVOCC desired at the time cargo is booked with the Carrier, either orally or in writing (unless prior written instructions have been provided to Carrier, or are provided within the governed NRA). If no written instructions have been provided by the Customer to the Carrier, Carrier's booking records shall govern assignment of underlying VOCC/NVOCC, Carrier shall be free to select the carrier to be utilized for transportation that is consistent with the rates named in the governed NRA OR NSA and Carrier's obligation as a common carrier to provide transportation service under the terms and conditions of this Tariff and Carrier's B/L; in such cases Freight Charges shall be assessed pursuant to this Rule.
  - Customer's selection of an underlying VOCC/NVOCC shall be considered paramount and Carrier may NOT and will NOT alter Customer's instructions or the underlying VOCC/NVOCC selected, EXCEPT in the following circumstances:
    - i. If Carrier forwards a shipment via a different underlying VOCC/NVOCC than specified in error, Customer shall be assessed freight charges based on the underlying VOCC/NVOCC actually selected or the freight charges applicable to the underlying VOCC/NVOCC or Service actually provided,

when another rate applicable for service via another VOCC/NVOCC, whichever is lower. If no other rates are provided within the effective NRA OR NSA governed by this Tariff, Carrier will assess the applicable rate via the VOCC/NVOCC named within the NRA.

ii. If due to an error or omission on Customer's part, cargo is held at Carrier's Terminal or Container Yard and is not forwarded on the first available sailing for the underlying VOCC/NVOCC Service selected, Carrier will give the Customer the option of waiting until the next sailing for the underlying VOCC/NVOCC selected or either: to switch the underlying VOCC/NVOCC selected, when a separate rate has been included within the effective NRA OR NSA for service via another (or any) VOCC/NVOCC, or to decline to utilize the agreed NRA OR NSA for service via another (or any) VOCC/NVOCC, or to decline to utilize the agreed NRA OR NSA rate and instead accept application of the regular effective Tariff rate. If Customer decides to change the underlying VOCC/NVOCC service, freight charges shall be assessed on the basis of the underlying VOCC/NVOCC service actually utilized to transport the shipment. In all cases all charges for storage, container shifting or reloading or shipment return, incurred as a result of Customer's error or omission shall be for the account of the Customer.

APPLICATION OF RATES WHEN CUSTOMER DECLINES TO SPECIFY AN UNDERLYING VOCC/NVOCC SERVICE: When an NRA OR NSA governed by this tariff includes both an applicable rate applying via a specified underlying VOCC/NVOCC and an applicable rate via another VOCC/NVOCC or "any Carrier" (i.e. any rate that does NOT specify application via a particular underlying VOCC/NVOCC), the rate applying the underlying VOCC/NVOCC actually utilized shall be assessed.

## Tariff Rule Information

<mark>[Org. No.</mark> Pending] AMENDMENT NO. O	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
Rule 24:	Packing, Packaging and Marks
T100 11 T 1	

Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

- 1. When a specific method, type or size of packing or packaging is specified in an individual NRA OR NSA governed by this Tariff, such rate will ONLY apply on shipments of the commodity so packed or packaged. Additionally, all shipments will be subject to the following packing and marking provisions:
- 2. All shipments tendered to Carrier for transportation MUST be packed in a manner that will insure safe transportation with ordinary care and due diligence on the part of the Carrier. Such packing shall at least meet the standards set for shipping within the boundaries of the United States, and shall at least be, in the sole judgment of the Carrier, adequate to protect the cargo from damage during ordinary handling and ocean transportation. Carrier will assume no liability for any damage to cargo caused by negligent, improper or inadequate packing or packaging.
- 3. ("Shipper Load, Stow and Count") each individual piece, package, carton, bundle or unit included in a shipment MUST bear: Marks and Numbers, Place of Destination and Origin (including country), and the Name and Address of the Consignee, Shipper and notify party. In the case of a shipment moving on an "Order Notify" B/L, or which is consigned "C.O.D.," each piece, package, carton, bundle or unit MUST also be marked accordingly. The Carrier will NOT be responsible for Shipper's failure to observe the marking regulations of the destination country, NOR for the accuracy of Shipper furnished labels and/or information used to prepare such labels.
- 4. Any single article, which, by its nature, may be shipped without danger of damage in ordinary handling while lacking boxing, crating or wrapping will be accepted as suitably packed for transportation when tendered to the Carrier without boxing, crating, wrapping or other packaging.
  - a. Vehicles, new or used, not in containers, will be received and accepted for transportation without boxing, crating, wrapping or other packaging. However Carrier will NOT perform or provide technical inspection and/or check of Vehicle's inside or outside equipment and/or accessories. Therefore, Carrier will neither be liable for, nor responsible for, any loss, damage or non-operation of any Vehicle's equipment and/or accessories unless such loss or damage is directly due to the negligence or cause of the Carrier.
  - b. Additionally, Carrier will not be liable for loss and/or damage to any loose articles or cargo left in, on or packed inside Vehicles at the time vehicle is tendered for transportation.

CARGO SHIPMENTS CONTAINING CONIFER WOOD PACKAGING: All Cargo exported from U.S. Ports and Points MUST comply with all applicable standards, rules and regulations for Wood Product marking and treatment. If Customer fails to comply with these regulations, or fails to provide the required documentation, and as a result cargo is held, quarantined or otherwise delayed at destination or via ports en route to destination, Customer shall remain liable for, and hold Carrier harmless from, all charges incurred for demurrage, detention, inspection, unpacking, repacking, treatment, dismantling and/or material disposal.

	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
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Rule 25:	Shipper Load, Stow & Count Containers
Effective: January 15,	2024 Thru: NONE Expires: NONE Publish: January 15, 2024

When containers are loaded and sealed by Shipper or his Agent, Carrier will accept such shipments as, and B/Ls shall be claused, "Shipper Load, Stow and Count," and shall be SUBJECT to the following provisions:

- 1. Carrier will NOT be responsible or liable, either directly or indirectly, for any damage resulting from the improper stowage, loading or mixing of articles in containers, nor for any discrepancy or shortage in the count thereof, nor for any concealed or hidden damage to the cargo.
- 2. All labor and materials, such as lashing, bulkheads, cross members, platforms, dunnage, pallets or other similar materials, used to block, brace or secure cargo in/on container for safe transportation MUST be supplied by and at the expense of the Shipper or his Agent. Carrier will NOT be responsible for, and rates and charges named in NRAs or NSAs governed by this Tariff, do NOT include, the return or exchange of such materials after use unless otherwise specifically provided therein. Materials used for securing, bracing, lashing, etc. (other than normal packaging or pallets) shall NOT be included in the overall weight or measurements of the cargo for the purposes of calculating freight charges.
- 3. Shipper MUST furnish Carrier with a complete list of all cargo in each container, including a complete description of all articles in the container and the gross weight and overall cubic measurement of the cargo contents. Each individual piece, package or unit in a Shipper sealed container loaded to full visible capacity need NOT be marked as required.
- 4. Carrier reserves the right to open, inspect and recalculate dimensions of cargo contents or to verify the contents of any container with respect to description, weight and/or measurement. When Carrier opens a container, such inspection will be indicated on the B/L and Shipping Documents. Container will then be resealed with Carrier's seal. Where any error in description, weight or measurement is found, Shipper shall be rebilled for all freight and additional assessorial charges due. Upon inspection of the container contents, if Carrier judges the packing or securing of cargo to be inadequate to protect cargo and container during normal ocean transportation, the Carrier shall either refuse to transport the shipment or shall repack and resecure the cargo in the container. All repacking or resecuring expenses shall be for the account of the cargo.
- 5. Shippers placing locking and/or security devices on loaded containers MUST assume full responsibility for getting the proper "key" to the Consignee by the time the shipment is delivered.
- 6. When a container subject to "Shippers Load, Stow and Count" is delivered, the Consignee or his Agent MUST furnish Carrier with a clean receipt, prior to release of the container or its contents for delivery.
- All cargo loaded in a single container MUST be destined to a single Consignee at 1 (one) port or point of destination. Further, containing part lots destined to more than 1 (one) ultimate receiver MUST be consigned to a single Consignee.
- 8. Carrier will accept hazardous or dangerous cargo loaded in containers handled in "Shipper Load, Stow and Count" service ONLY when Shipper has obtained Carrier's prior approval, and ONLY when Shipper has compiled with all packing, labeling, marking and placarding regulations outlined in this Tariff.
- 9. Gross weight of loaded containers CANNOT exceed highway weight limitations, unless Shipper, Consignee or their agent have obtained specific authorization from relevant governmental authorities and in NO event shall the gross weight of container and contents exceed the maximum weight capacity of the container. Further without regard to intent, negligence or any other factor, Shipper, Consignee and their agents shall be and will remain jointly, severally and absolutely liable for any fine, penalty or other sanction imposed by any governmental authority on containers moving in "Shipper Load, Stow and Count" service which exceed lawful over-the-road weight limitations.

# Tariff Rule Information

	[Org. No. Pending]	Joint Transport International Services NRA RULES TARIFF NO. 101 - Between (US and World)
	AMENDMENT NO. O	
	Rule 26:	Reference to Other Publications Herein
Effective: January 15, 2024 Thru: NONE Expires: NONE Publish: January		, 2024 Thru: NONE Expires: NONE Publish: January 15, 2024

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

 
 Joint Transport International Services

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 Rule 27-500:
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