

**Yang Ming Marine Transport Corp.**  
**Europe Trade Tariff - Rules and Regulations**

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## 1.1 General Rules

### 1.1.1 General Provision

The Tariff covers goods accepted for carriage on board any vessel belonging to, or operated or space chartered by the Carrier. The tariff also provides terms and conditions for inland operations (where permitted) and feeder services associated with the combined container transport concept (where permitted).

These Tariff Terms and Conditions are subject to the terms and conditions of the Carrier's Bill of Lading applying at the date of acceptance of the goods. They are subject to amendments published from time to time.

### 1.1.2 Service Scope

This Tariff with its incorporated term and Conditions applies to and governs the carriage of cargo to and from Europe (excl. TA trade) which Carrier will deliver the carriage to ports/destinations under Carrier's responsibility.

Region	Country
FE	Cambodia/ China/ Hong Kong/ Japan/ Indonesia/ Korea/ Malaysia/ Philippines/ Singapore/ Taiwan/ Thailand/ Vietnam
ISC	Bangladesh/ India/ Pakistan/ Sri Lanka
NCP	Austria/ Belgium/ Czech Republic/ Denmark/ Finland/ France (Atlantic)/ Germany/ Hungary/ Ireland/ Netherlands/ Norway/ Poland/ Portugal/ Russia (Baltic)/ Spain (Atlantic)/ Slovak Republic / Sweden/ Switzerland/ United Kingdom
MED	Algeria/ Bulgaria/ Cyprus/ Egypt/ France (Med)/ Greece/ Israel/ Italy/ Lebanon/ Libya/ Malta/ Morocco/ Romania/ Russia (Black Sea)/ Spain (Med)/ Tunisia/ Turkey/ Ukraine
Red Sea	Jordan/ Saudi Arabia (Jeddah)/ Sudan

### **1.1.3 Terminology and Abbreviations**

#### **Carrier**

YANG MING MARINE TRANSPORT CORP.

#### **Carrier Haulage**

The inland transport service is offered by the Carrier under the terms and conditions of this tariff and the Carrier's bill of lading.

#### **Commodity Box Rate**

A rate applied per container for a single commodity for FCL/LCL, FCL/FCL and LCL/FCL shipments.

#### **Container**

Denotes an item of equipment, so defined by the International Standards Organization, for the carriage of cargo by the transport services covered by this tariff. These containers are provided by the Carrier, but merchant supplied containers may also be accepted by the Carrier, subject to the provisions of this tariff.

#### **Container Freight Station (CFS)**

An installation at which LCL traffic is received from the merchant by or on behalf of the Carrier for packing into a container and/or at which LCL traffic is delivered by or on behalf of the Carrier to the merchant after unpacking from a container.

#### **Container yard(CY)**

An installation at which FCL traffic and empty containers are received from or delivered to the merchant by or on behalf of the Carrier.

#### **Date of Availability**

Date on which cargo is available for collection by merchants at a CFS or CY. Date of availability is also used as a commencing point for calculating free storage time at a CFS or CY.

### **Demurrage**

The charge imposed for cargo and /or equipment kept beyond the free time allowed for taking receipt of cargo in the port/terminal/CY.

### **Detention**

The charges the merchant pays for detaining Carrier' containers/chassis beyond the prescribed free time period.

### **Empty container Depot**

A designated place, other than CY or CFS, from which empty containers may be dawn from the Carrier for merchant haulage or which merchants may return empty containers to the Carrier under merchant haulage. It must be understood that no cargo whatsoever shall be handled, received or delivered at such ECD's.

### **FCL( Full Container Loaded)**

A general reference for identifying container loads of cargo loaded are and/or discharged from merchants' premises.

### **FCL/FCL**

A container load of cargo, the Merchant is responsible for packing and unpacking the container.

### **FCL/LCL**

A container load of cargo which the Merchant is responsible for packing into the container and the Carrier is responsible for unpacking from the container.

### **Freight Ton**

A unit for freighting cargo according to weight and/or cubic measurement.

### **Goods**

The cargo accepted from the Shipper, including any container, flat, pallet or similar transit appliance not provided by the Carrier.

### **Inland Haulage Rate**

The Inland haulage Rate is the rate under Carrier Haulage (where permitted), for which the Carrier will undertake the haulage of goods or containers, between either the place of acceptance or the place of delivery and the Carrier's appropriate Terminal. Such haulage will be undertaken only subject to the Terms and Conditions of this tariff and of the Carrier's Combined Transport Document.

### **LCL(Less than Container Load)**

A general reference identifying cargo in any quantity intended for carriage in a container, where the Carrier is responsible for packing and/or unpacking the container.

### **LCL/LCL**

Cargo in any quantity for carriage in a container, the Carrier being responsible for packing and unpacking the container.

### **LCL/FCL**

A shipment of cargo which the Carrier is responsible for packing into the container and the Merchant is responsible for unpacking from the container.

### **LCL Service**

The charge (or total of charges) payable by the Merchant for:-

- (a) Receipt of export LCL goods at the CFS by the Carrier and for their subsequent storage and handling in accordance with the Carrier's instructions.
- (b) Receiving import LCL goods from the Carrier and for their storage and handling before release to Merchant.
- (c) Associated documentation arising from (a) and (b).

### **Measurement Ton**

A ton of one cubic meter.



### **Merchant**

For cargo carried under the terms and conditions of this tariff and the Carrier's Bill of Lading, means any trader or persons (e.g. Shipper, Consignee and including anyone acting on the Merchant's behalf). Owning or entitled to possession of the goods, or of the Bill of lading.

### **Merchant Haulage**

Inland transport of cargo in containers arranged by the Merchant. It includes empty container moves to/from handover points in respect of containers released by the Carrier to Merchants. The Carrier's responsibility under the Bill of Lading does not include the inland transit under Merchant Haulage.

### **Mixed Commodity Box Rate**

A Box Rate complied for a container whose contents comprise two or more commodities, covered by two or more rates of freight.

### **Multiple Bills of Lading**

The term used do describe a series of Bills of Lading issued on a pat cargo basis, covering all the goods in a single container.

### **Terminal**

The wharf, dock or berth at which containers are loaded into or discharged from the carrying vessel.

### **Terminal Handling Chare**

A charge payable by Merchants for:-

- (a) The Carrier receiving and storing export containerized cargo/cargo for containerization at the Terminal and presenting it to the vessel for loading.
- (b) The Carrier receiving from the vessel, import containerized cargo and arranging its storage at the Terminal and movement from the Terminal.
- (c) Associated documentation arising from (a) and (b) above.

### **Weight Ton**

A ton of 1000 kilos.

### LIST OF ABBREVIATIONS

<b>Abbreviation</b>	<b>Full Name</b>
<b>Ad Val.</b>	Ad Value
<b>B/L</b>	Bill of Lading
<b>BAF</b>	Bunker Adjustment Factor
<b>bdle(s)</b>	Bundle(s)
<b>C.</b>	Celsius(Centigrade)
<b>CAF</b>	Currency Adjustment Factor
<b>Cbm</b>	Cubic Metre
<b>CBR</b>	Commodity Box Rate
<b>CFS</b>	Container freight Station
<b>cm(s)</b>	Centimetre(s)
<b>CSP</b>	Container Service port
<b>CY</b>	Container Yard
<b>dia.</b>	Diameter
<b>ea.</b>	Each
<b>F.</b>	Fahrenheit
<b>FP</b>	Flashpoint
<b>Fob</b>	free on Board
<b>frt. Ton</b>	Freight Ton
<b>IMDG</b>	IMCO International Maritime dangerous Goods(Code)
<b>IMO</b>	Inter-Governmental Maritime organization
<b>incl.</b>	Including
<b>ISO</b>	International Standards Organization
<b>Kgs</b>	Kilograms
<b>m</b>	Meter
<b>M</b>	Measurement
<b>max.</b>	Maximum
<b>MCBR</b>	Mixed Commodity Box Rate
<b>min.</b>	Minimum
<b>mm</b>	Millimeter(s)
<b>n/e</b>	Not exceeding
<b>NOE</b>	Not otherwise enumerated
<b>NOS</b>	Not Otherwise Specified
<b>OP</b>	Outport
<b>Pft</b>	Per Freight Ton
<b>pkg(s)</b>	Packages
<b>Ptw</b>	Per Ton Weight
<b>TCSP</b>	Through Container Service port
<b>teu</b>	20 Foot Equivalent Unit
<b>THC</b>	Terminal handling Charge
<b>W</b>	Weight
<b>W/M</b>	Weight/Measurement
<b>%</b>	Percent

## 1.2 Bill of Lading

For B/L rule, please refer to the reverse side of YM Bill of Lading.

### 1.2.1 General Terms

The tariff terms and conditions are subject to those of the Carrier's Bill of Lading, applying at the date of acceptance of the goods. Non-negotiable Way Bills are issued at Lines' discretion.

### 1.2.2 Bill of Lading Description

#### (a) FCL/FCL and FCL/LCL Shipments

In the case of Merchant packed containers, the Bill of description of the cargo will be along the following lines:

'Shipper's Load & Count'

'..... container(s) No(s) .....said to contain'

The Carrier's Bill of Lading may however state that a specific number of packages has been received for shipment provided that an Inspector, approved by the Carrier, has attended the place at which the container was packed for the full duration of the packing. When completed he must affix his seal to the container doors or other closure points and issue his formal Certificate detailing the marks, numbers, quantity and description of the packages loaded and confirming the accuracy of the load and the count. The Inspector's fees for this service are for the account of the Merchant and must be paid direct to the Inspector.

#### (b) LCL and Uncontainerable Shipments

When Shippers wish the number of items or pieces contained in individual packages (bundles, bales, cartons, cases etc.) to be shown, Bills of Lading will be issued for

'..... Packages said to contain ..... items/pieces'.

### 1.2.3 Combined Shipments Under One Bill of Lading

(a) Combined shipments from one shipper to one consignee with FCL/FCL from different inland places of receipt

(b) Shipment is effected from one port of loading

(c) This cargo at each place of acceptance must be FCL. Individual places of receipt of the containers will be recorded in the Bill of Lading, All containers/cargo covered by the Bill of Lading must be for delivery at one and the same CY.

(d) FCL Combined with LCL

Not applicable

(e) FCL and/or LCL Combined with Uncontainerable Cargo

Not applicable

(f) Wheresoever available, Carrier Haulage for the FCL cargo may be offered.

(g) The individual numbers of FCL containers and the separate measurements / weights of LCL and Uncontainerable cargo will be indicated clearly in the Bill of Lading together with the places of receipt if different.

(h) The facility of Multiple Bills of Lading i.e. covering part cargoes in an FCL container, will be available at the Carrier's discretion for FCL/FCL and FCL/LCL shipments from different places of acceptance.

In all other respects the tariff provisions will apply as though separate Bills of Lading had been issued from each place of receipt.

### **1.2.4 Hitchment (linked) Bills of Lading Covering More Than One Port of Loading.**

(a) The following arrangement applies for shipments from Scandinavia, North Continent and Japan only:

If requested by Shippers and at the discretion of the Carrier, Cargo from different loading ports and destined for one of destination, may be included in one Bill of Lading subject to the following conditions:-

(b) The Bill of Lading is dated and released only after the total Bill of Lading quantity has actually been loaded on board.

(c) The Bill of Lading must include full details, container numbers, weight/measurements as appropriate and a clear indication of individual places of receipts/ports of shipment at which each parcel has been received or shipped.

(d) Only one Shipper and one Consignee to be shown in the Bill of Lading.

(e) CAF and other charges should be stipulated separately

(f) All the Tariff provisions shall apply as though separate Bills of Lading had been issued from each place of receipt/port of loading.

(g) Hitchment B/L with LCL or Uncontainerable cargo

Not applicable

(h) Hitchment B/L with LCL or break bulk cargo and FCL

Not applicable

### **1.2.5 Dating**

Received for shipment Bills of Lading will be issued and dated not earlier than the date of acceptance of the goods by the Carrier.

Shipped Bills of Lading ('shipped on board' endorsements) will be issued and dated not earlier than the date of commencement of loading of the ocean or feeder vessel.

## **1.2.6 Multiple Bills of Lading**

### **1.2.6.1 Definition**

When Bills of Lading cover part cargoes in one container, the full series of Bills of Lading for all the cargo in the container is known as 'Multiple Bills of Lading'.

### **1.2.6.2 General Conditions**

Freight for all B/L within a multiple set must be either prepaid or collect.

Each set of multiple Bills of Lading will be clausued:

'One of ..... part cargoes in this container.'

No individual Bill of Lading will be subject to minimum freight.

### **1.2.6.3 Special Conditions FCL/FCL**

Each set of Bills of Lading will show one and the same Shipper, one and the same place of acceptance, one and the same place of delivery and one and the same Consignee.

Multiple Bills of Lading shown 'to order' may be issued in respect of FCL/FCL shipments on the understanding that Consignees, when declared, will be one and the same (not necessarily one and the same notify party). However, in the event that different Consignees are declared the contents of the container(s) will be regarded as LCL cargo.

### **1.2.6.4 Special Conditions FCL/LCL**

When goods have been packed into the container not in the presence of an Inspector in accordance, each set of Bills of Lading will be clausued:-

'The Goods detailed herein are said to comprise part of the contents of the container indicated. If the Carrier is required to deliver the goods to more than one Merchant and if all or part of the total cargo within the container consists of bulk goods or unappropriated goods or is or becomes mixed or unmarked or unidentifiable, the holders of Bills of Lading relating to goods within the container shall take delivery thereof (including any damaged portion thereof) and bear any shortage thereof in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.'

Each set of Bills of Lading must show the same Shipper the same place of acceptance and the same place of delivery, except as noted below.

Multiple sets of Bills of Lading covering FCL/LCL movements can be issued when the individual consignments are destined for different places of delivery providing the Container is unpacked at one CFS. Freight and other charges will be levied on the basis of the final destination. For cargo where oncarriage is to an area which does not take a transport additional an additional \$20 W/M nett no CAF/BAF will be charged.

For UK destinations a maximum of two UK CFS's may be included.

If no oncarriage service exists between the point where the container is unpacked and the outport(s), the Line will advise the Merchant who must either accept responsibility for all costs the Carrier incurs in arranging transport to the outport(s) or arrange to collect the cargo himself from the CFS and pay any storage charges involved (without the benefit of free time).

## **2.1 TERMINAL OPERATIONS**

### **2.1.1 Acceptance of Goods by the Carrier**

Following their handing over and acceptance, Goods will normally move by the vessel for which the cargo is booked subject to space availability. For documentary purposes the date of acceptance of the goods shall be taken to be the day on which the last item of cargo in the Bill of Lading lot was received for shipment by the Carrier. The name of the consignee or notify party must be declared otherwise consignments cannot be accepted for carriage.

#### **2.1.1.1 Cargo Receiving Period**

If cargo is delivered before the start of the advertised receiving period for the intended vessel, then storage charges will be levied as follows until the official receiving period commences:-

-LCL Goods will be stored at Merchant's risk, with rent and other charges being for Merchant's account.

-FCL Goods will be stored at Merchant's risk and at the charges as applied for the Carrier's demurrage without the benefit of free-time.

The above system also applies when shipment is delayed at Merchant's request.

#### **2.1.1.2 Cargo Stopped in Transit**

If for any reason cargo is stopped in transit by the Merchant, the Merchant must give prompt instructions for their alternative delivery at his expense. If the Merchant fails to do so the Goods will be removed and stored at the Merchant's sole risk and expense, and in the case of FCL Goods, will in addition become liable to the charges for demurrage of FCL goods without the benefit of free-time.



## **2.1.2 Delivery of Goods**

### **2.1.2.1 Dangerous or Obnoxious Cargo**

The Merchant must take delivery of FCL or LCL Dangerous or Obnoxious Goods at the time notified by the Carrier. If the Merchant fails to remove or accept delivery at such time, the Carrier will be entitled to make such arrangements, at the Merchant's risk, as the Carrier considers necessary depending on the nature of the Goods. The Merchant will reimburse the Carrier for all costs so incurred.

### **2.1.2.2 LCL Cargo**

Storage charges incurred (if any) will be for account of the cargo. Details of Free Storage Time allowed and the charges levied at each port shall be in accordance with the custom of the port/CFS or as otherwise shown.

### **2.1.2.3 Delayed Acceptance of FCL Goods from Container Yards (except Dangerous or Obnoxious Cargo)**

If the Merchant does not take delivery of FCL cargo from a Container Yard within the free storage time appropriate to the port concerned, he will be liable for demurrage & storage charges. If after the expiry of free storage time, as defined, the Merchant has failed to remove or accept delivery of the Goods, the Carrier shall be entitled, after having advised the Merchant, at the Merchant's risk, to unpack the Container and place the Goods into a warehouse. The Merchant will be responsible for all transfer, unpacking and storage charges.

### **2.1.2.4 Split Deliveries**

If at his discretion the Carrier accepts a Consignee's request for a Bill of Lading quantity to be split into less than Bill of Lading lots, all additional costs will be for Consignee's account. This facility is available only for LCL Goods.

### **2.1.3 Terminal Handling Charges**

The Terminal Handling Charge (THC) is payable by the Merchant:-

- (a) For receiving and handling an export FCL container at the Terminal and presenting it to the vessel for loading
- (b) For receiving an import FCL container from the vessel, its handling and delivery at the Terminal.
- (c) For attending to associated documentation.

Terminal Handling Charges have been earned from the date on which the cargo is received by the Carrier and irrespective of the terms of sale between buyer and seller are payable:

- (a) Unless other specific arrangements are made between the buyer/seller, Export THC must be prepaid in the country of origin/port of loading prior to issuing the Bill of Lading, irrespective of whether ocean freight and associated destination charges are on a freight collect basis.
- (b) Import THC must be paid prior to release of the cargo.

Bills of Lading will show whether import THC has been paid or is due.

### **2.1.4 CFS Charge (=LCL Service Charges)**

The CFS Service Charge is payable by the Merchant: The CFS Charge will be calculated as revenue ton among 1,000 kilos or 1 Cubic Meter.

## **2.1.5 Demurrage and Storage General Rules**

### **2.1.5.1 Demurrage**

#### (1) Cargo demurrage and free time at origin

Demurrage at origin is the cost incurred when a container with cargo or cargo devanned from a container is kept at the Carrier's origin port / point CY or CFS beyond the permitted freetime. Freetime will commence at 0001 hours on the first working day after cargo has been received by the Carrier and will expire at 2400 hour on the last day of the specified number of freetime. If the cargo has already incurred demurrage charges for the period up to the originally scheduled vessel sailing date, the Merchant will be liable for such demurrage.

#### (2) Cargo demurrage and free time at destination

Demurrage at destination is the charge assessed the cargo when a container with cargo or cargo devanned from a container is kept at the Carrier's discharge port or destination point CY or CFS beyond the permitted free time. It normally commences following the free time period given after the cargo Date of Availability.

(3) If after the expiry of free storage time as defined at sub-clause (1) and (2) above, the Merchant has failed to remove or accept delivery of the cargo, the Carrier shall be entitled, at the Merchant's risk to unpack the container and place the cargo into a warehouse. The Merchant will be responsible for all transfer, unpacking and storage charges.

### **2.1.5.2 Phased Delivery Demurrage Free time**

Where these free times are shown, they apply for the number of containers concerned on one or more Bills of Lading shipped in one vessel and discharged at one port for delivery to, or to the order of, one Consignee or Notify Party at one place of delivery.

### **2.1.5.3 Increases/Reductions to Demurrage Charges**

Increases/reductions will apply immediately from the effective date notified. The revised charges will apply from the effective date to cargo and/or equipment already on Demurrage.

## **2.2 CARRIER AND MERCHANT HAULAGE- GENERAL RULES**

These Rules and Conditions are additional to the General Rules and Conditions set out in Section 3 of this Tariff, and those applicable to cargo accepted under the Carrier Combined Transport Bills of Lading. The charges in this Section are nett.

### **2.2.1 Border Costs, Taxes etc.**

Irrespective of how transport is performed, Border Costs or Taxes, etc are always for account of the cargo. Merchants are responsible for providing all documents including special documents e.g. Health Certificates, Certificates of Origin, Licenses, etc. arising from routing of cargo across Borders. Merchants will be responsible in the event of any delay incurred in providing such documents, for all costs incurred.

### **2.2.2 Customs' Clearance**

Whenever Merchants request Customs' Clearance of the cargo all costs involved, including those resulting from delays will be borne by the cargo as per official tariffs (except where the delay has arisen from the fault or neglect of the Carrier). No additional free time is granted for customs clearance.

## **2.3 CARRIER HAULAGE - GENERAL RULES**

The following rules apply when the Carrier undertakes at the Merchant's request, the inland transport of containers moving under Combined Transport Bills of Lading.

### **2.3.1 Transport Charges**

#### **2.3.1.1 FCL Containers**

The Carrier's Inland Haulage Charge will be levied for the transport of a container between the Place of Receipt/Delivery shown in the Bill of Lading and the Container Yard/Terminal.

#### **2.3.1.2 LCL Cargo**

Not applicable.

#### **2.3.1.3 Inland Haulage Charges – Payment**

Inland Haulage Charges have been earned and are payable from the time that the Merchant gives and the Carrier accepts instructions to undertake Carrier Haulage. At the Merchant's option they may be paid:

- (a) Together with the ocean freight, or
- (b) for the charges incurred in the country of export, separate from the freight but in any event within such period as the Carrier may specify, or
- (c) for charges incurred in the country of import separate from the freight but in any event within such period as the Carrier may specify.

Bills of Lading will indicate whether any Inland Haulage Charges incurred are due or have been paid. All Inland Haulage Rates and Charges are NETT.

Merchants are referred to Rule 3.3.1 for details of notice of changes in the levels of rates.

#### **2.3.1.4 Quotations**

The Carrier has agreed that the Inland haulage Tariffs will be maintained on a 'refer' basis. The effect of a 'refer' tariff system is that any enquiry received from a Merchant for a rate is answered by an indication of what that rate might be. The rate does not become a firm and binding quotation until a firm booking is made by the Merchant for a particular consignment to a specified place. The reason for this is that the costs of inland haulage services can increase at extremely short notice.

### **2.3.2 Changes in Rates and Charges**

#### **Standard Procedures**

- (a) No inland tariff amendments (up or down) will be applied retrospectively.
- (b) The Carrier will give both the dates of announcement and implementation in their notice of change.
- (c) Tariff Increases/Reductions are to be applied in accordance except as noted below:-

#### **Detention/Waiting Time Charges**

Increases/reductions will apply immediately from the effective date notified. The revised charges will apply from the effective date to equipment already on Detention/Waiting Time.

### 2.3.3 Areas where Carrier Haulage is Available

Carrier Haulage is offered to Merchants at Carrier's sole and individual discretion within the following territories but subject to the stated limitations:

<b>Territory</b>	<b>Limitations</b>
<b>Europe - N. Continent, Scandinavia</b>	For FCL traffic only to and from any address in France, Belgium, Luxemburg, Netherlands, Germany, Switzerland, Austria, Denmark, Sweden, Norway, and Finland, Portugal.
<b>Europe - UK and Republic of Ireland</b>	For FCL traffic to or from any address in England, Scotland, Wales, Northern Ireland and Republic of Ireland but excluding the Channel Islands, the Scilly Isles, the Isle of Man and other islands not connected by direct road services.
<b>Europe - East &amp; Central Europe</b>	For FCL traffic only to and from any address in Czech, Hungary, Poland, Slovakia and Russia <b>**Russia : St. Petersburg and Moscow haulage only</b>
<b>Europe - Mediterranean</b>	For FCL traffic only to and from any address in France, Italy, Spain. Other destinations may be quoted upon special request.
<b>Hong Kong / Taiwan Korea / Japan Philippines</b>	No service can be offered at present but the Carrier may, at their discretion, but at the request, risk and expense of the Merchant, make arrangements on behalf of the Merchant for the inland transport of containers.
<b>India</b>	Haulage rates are to be applied for inland movements of containers between the Ports/Inland Container Depots subject to the Carrier's acceptance.
<b>Indonesia / Malaysia Singapore / Thailand Sri Lanka / Bangladesh People's Republic of China Cambodia / Myanmar Pakistan / Vietnam Saudi Arabia United Arab Emirates</b>	Not Applicable

### **2.3.4 Rhine Barge Traffic - General Average Rules**

In the event of circumstances occurring during the inland water transportation which give rise to general average, the merchant will be liable for the appropriate share of costs so incurred and will reimburse the Carrier on basis of Rhine Rules Antwerp - Rotterdam, 1979, as amended from time to time.

### **2.3.5 Additional Services and Charges**

- (a) The Merchant require the Carrier to use other equipment, choose routing other than that normally used or ask for any kind of extra services,
- (b) By reason of the nature of the contents of the container, the Carrier incur any additional charges during the movement of such container(s),
- (c) The cost of such additional services/charges will be for Merchant's account on a cost recovery basis.

### **2.3.6 Multi-stops - Road Haulage Only**

North Continent, Scandinavia, UK/Eire, East & Central Europe, Mediterranean Subject to agreement between the Carrier and the Merchant, containers may be packed/unpacked at more than one point/place. The final point of packing is to be regarded as the Place of Receipt whilst the first point of unpacking is always to be regarded as the Place of Delivery. Irrespective of Place of Receipt or Delivery, a charge equivalent to the level of the zone charges will be levied on the basis of the furthest point (highest rates zone in the U.K.) plus additional distance in excess of the round-trip to/from that point at the charges as set out for the area concerned.

NOTE: Transportation outside the scope of the Bill of Lading will be performed under a separate contract between the Merchant and the Carrier at the above Rates and Conditions.



### **2.3.7 Packing/Unpacking of Cargo into/from Containers - Merchant's Responsibility**

The merchant has sole responsibility for the packing/unpacking of the cargo, into/from the Container and the Carrier shall be under no liability for loss or damage to the cargo, or for any personal injury or loss or damage to any property arising out of such operations. In the case of road transport, the driver is not authorized to act in any way on behalf of the Carrier. If, for any reason, the driver takes part in the packing or unpacking operations, he does so solely on behalf of the merchant. No supervision or advice as regards the packing or unpacking of cargo into/from Containers shall be given by or on behalf of the Carrier, or accepted by the Merchant, unless agreed in writing between them, and even then such advice shall in no way extend, alter or affect the Carrier's or Merchant's liabilities. The Merchant is responsible for ensuring that the appropriate seal, as supplied by the Carrier, is properly affixed to the loaded container before it leaves his premises. The Merchant should satisfy himself on taking delivery that the seal on the container is intact.

### **2.3.8 Condition of Carrier Equipment**

Refer to Rule 2.5.2

### **2.3.9 Futile Trips**

Where by prior arrangement with the Merchant the Carrier presents the Container by road, rail or by inland waterway for the packing/unpacking of the cargo by the Merchant, and through no fault of the Carrier, the Merchant is unable to pack / unpack the cargo, then a charge will be levied as set out for the area concerned under the Availability, Free time and Charges Schedules.

### **2.3.10 Re-Direction**

When the Carrier agrees to re-direct a container from the originally specified Place of Receipt/Delivery to another place, the Merchant will reimburse the Carrier for all costs so incurred in addition to the appropriate inland haulage charge.

### **2.3.11 Change of place of inland delivery**

Subject to the Carrier's agreement, the place of inland delivery may be changed, and transport will be made under the Terms and Conditions of the Carrier Bill of Lading. Inland haulage charge due or already paid by the Merchant will be adjusted to reflect the changed position.

### **2.3.12 Change from carrier haulage to merchant haulage**

Subject to the Carrier's agreement, Merchant haulage may be substituted for carrier haulage. Under such circumstances the Bill of Lading will terminate at the Container Yard. Zone charges due or already paid by the Merchant will be adjusted and Merchant Haulage Terms and Conditions will apply.

### **2.3.13 2 x 20' Containers on 1 x 40'**

Trailer at the Carrier's discretion and subject to the appropriate Construction and Use Regulations, 2 x 20' containers accepted/delivered from/to a single Merchant at one place may be transported on a single trailer. Free loading time will be the same as for one 40' container.

## **2.4 MERCHANT HAULAGE - GENERAL RULES**

### **2.4.1 Container Seal**

The Merchant is responsible for ensuring that the appropriate seal supplied by the Carrier is properly affixed to the loaded container before it leaves his premises. The Merchant should satisfy himself on taking delivery that the seal on the container is intact.

### **2.4.2 Cargo Packing/Unpacking**

No supervision or advice as regards the packing/unpacking of cargo into/from Containers shall be given by or on behalf of the Carrier, or accepted by the Merchant, unless agreed in writing between them, and even then such advice shall in no way extend, alter or affect the Carrier's or Merchant's liabilities.

### **2.4.3 Change from Merchant to Carrier Haulage**

Subject to the Carrier's agreement, carrier haulage may be substituted for merchant haulage. Under such circumstances the terms and conditions of the Carrier's Bill of Lading will apply. Transfer Charges due or already paid by the Merchant will be adjusted to reflect the new place of delivery and Carrier Haulage Terms and Conditions will apply.

## **2.5 MERCHANT HAULAGE - EQUIPMENT HANDOVER**

### **2.5.1 Release of Equipment to Merchants**

The Carrier will, by arrangement, release containers to the Merchant at the specified handover points. In some areas (only where specifically provided in the tariff and at the charges listed), the Carrier may additionally hire out to Merchants suitable trailers (chassis) for the carriage of the containers with which they are loaded.

### **2.5.2 Equipment Handover Conditions**

The Carrier undertakes to ensure that equipment (container(s) and/or trailer) is in suitable condition for its intended use at the time it is handed over to the Merchant. It is the Merchant's responsibility to satisfy himself as to the condition of the equipment.

When equipment is loaned to the Merchant, it is on the following terms:

- (a) Merchant acknowledges receipt of the equipment in apparent good order and condition.
- (b) When the Merchant's prime mover or prime mover and trailer or other carrying vehicle is used, the equipment must be suitable for the weight, size and other characteristics of the load involved.
- (c) The Container must at all times be firmly secured to the trailer or other carrying vehicle either by twistlock or by another method agreed by the Carrier.
- (d) In no circumstances may the container be removed from the trailer or other carrying vehicle without prior agreement from the Carrier.
- (e) The Carrier's equipment must not be used except for the carriage of cargo booked with the Carrier for overseas transportation by him.
- (f) The Merchant is responsible for any damage to or loss of the equipment. Any repair will be made by the Carrier and he will be reimbursed by the Merchant.
- (g) The Merchant undertakes to ensure that containers from which the cargo has been unpacked are left in a clean and cargo-worthy condition.

(h) The Carrier has the right to inspect the container before accepting redelivery. The Merchant will reimburse the Carrier for any cleaning costs, and other consequential expenses incurred by the Carrier arising from the Merchants failure to redeliver the container in a suitable condition. If the merchant does not have the necessary special cleaning and/or disposal facilities, the Carrier may, by arrangement following delivery, agree to undertake the necessary work at the Merchant's expense. The Carrier will ensure that the container presented for loading is clean and complies with all regulations (both international and national) governing the transport of the commodity to be moved.

### **U.K. and Eire**

The above conditions are incorporated in the Hand-over Agreement under which the Carrier leaves his equipment together with the following additional provisions:-

(i) The Merchant shall provide such information as the driver may require to satisfy himself that the equipment or load is safe and roadworthy and that the carriage thereof would not infringe any statutory provision or regulations for the time being in force. The driver shall not be obliged to move any load until he is satisfied accordingly.

(ii) Driver's responsibility save for completing any of the Carrier's prescribed forms relating to hand-over of equipment and giving a receipt in the Carrier's prescribed form, the driver is not authorized to act in any way for the Carrier, but these conditions do not preclude the driver providing assistance with the packing/unpacking or tilt lashing of containers in accordance with normal haulage practice at the place of receipt or the place of delivery and without charge to the Merchant. The Carrier accepts no responsibility for any such assistance, and the Merchant agrees that in giving any such assistance the driver shall be treated in all respects as the agent of the Merchant.

### **2.5.3 Equipment Handover Points**

Loaded containers are to be drawn from or delivered to the nominated Port CY advised by the Carrier and empty containers are to be drawn from or returned to the nominated site advised by the Carrier.

## **2.5.4 Return of Equipment**

Equipment must be returned to the Container Yard at which it was handed over to the Merchant. If, however, only the container (i.e. without trailer) is handed over, such container may, (except in UK/Eire), at the discretion of the Carrier be returned to another Container Yard.

## **2.5.5 Inland Costs**

All costs incurred between the time the equipment is handed over to the Merchant and the time it is returned to the Carrier will be for Merchant's account.

## **2.5.6 Equipment Transfer Charges (Lift-on/Lift-off)**

Container Delivery / Re-Delivery

A transfer charge is made for containers handed over to / received from Merchants at Carrier's Container Yards.

## **2.5.7 Temperature Controlled Containers**

Merchants will be responsible for the monitoring and control of temperature controlled containers in periods of free time or detention. Where the Carrier, at their option, hand over active refrigeration machinery, including generator sets or refrigerator chassis, all additional costs will have to be passed on to the Merchant.

## **2.5.8 Merchant Supplied Containers**

Detention Charges under the Carrier's Inland Haulage Tariffs are not applicable except when carriage of the Merchant supplied container is effected on a trailer supplied by the Carrier.

## 2.6 FCL Combined Unloading/Loading

- i) These arrangements apply only where the same Carrier/Container Operator carries the container(s) in both the import and export movements, the cargo controlling party is the same in both directions and provided that the container(s) may be used/interchanged between trades.
- ii) The Contract of Carriage for the import movement, together with the Terms and Conditions of the relevant tariff will terminate when the container(s) are handed over at the Carrier's Equipment Handover Point. The export Contract of Carriage will commence upon receipt of the container(s) at the Carrier's Equipment Handover Point.
- iii) Prior to the physical despatch of the container(s) from the Carrier's Equipment Handover Point, Merchants MUST obtain the Carrier/Container Operators agreement to an unload/reload arrangement. In the absence of this agreement, Terms Conditions and charges will apply to the export and import movements separately.
- iv) When the Consignee/Controlling party of a full import container is also the Exporter/Controlling party of a full export container, free time as stated in Section 2.4 will be extended by 24 hours. Where containers are retained beyond the allowed free time period, equipment detention will apply the Carrier's Inland Haulage Tariffs.
- v) Existing tariff rules for equipment handover places should apply.
- vi) Terminal Handling Charges will apply according to the Trade concerned, and the port of entry/exit.
- vii) The Carrier's equipment must not be used for any other purpose than for the carriage of goods booked with the Carrier for overseas transportation by him.
- viii) The above rules may apply to Merchant owned/leased containers, which are suitable for transportation in the Carrier's vessels.

## **3.1 RATES OF FREIGHT -BASIS OF APPLICATION**

### **3.1.1 Description of Goods**

Shippers must provide sufficient description of the goods in order that they may be correctly stowed, rated and charged. Information should be supplied in a form laid down by the Carrier and which may vary area by area. Merchants should consult the Carrier or the Carrier's agent offices for detailed information.

The Carrier reserves the right to open any container and to inspect the contents to check description, weight and/or measurement.

### **3.1.2 Weight of Goods**

The gross weight of all goods must be accurately determined and declared. In particular Merchants must declare the weight of any individual pieces or packages to a container which exceed 10,000 kg. The combined weight of a container and its contents must not exceed the permitted gross weight indicated on the container. Where any container exceeds this limit, the Carrier reserves the right, with or without notice to the Merchant, to unpack as required at Merchant's sole risk and expense.

### **3.1.3 Basic Measuring and Weighing Rules**

The cubic measurement, where required for freighting purposes, is obtained by multiplying the three extreme dimensions of each individual package or piece of cargo. Where weight is required for freighting purposes, the gross metric weight of each individual piece or package, inclusive of any packing material, will be used. For all freighting purposes, the weight and measurement of pallets, skids and runners will be disregarded.

### **3.1.4 Ocean Freight Tariff Currency**

US Dollar (USD) / Euro



### **3.1.5 Freight Units**

The units used for freighting are:-

Weight ton (1000 kilos).

Cubic MITRE

20 ft Container

40 ft Container

40 ft High Cube Container

45 ft Container

### **3.1.6 Freight Governed by Value**

The FOB value and weight/measurement of the goods must be declared in the manner prescribed by the Carrier and substantiated by commercial invoices submitted at the time of acceptance, except in Hong Kong, Korea and Singapore/Malaysia where export licenses, declarations, permits may be required.

The value for freighting purposes shall be calculated separately for each individual unit, piece or package.

If in an FCL container different units, pieces or packages have values such that they fall into different value bands, then the container will be regarded as a mixed commodity box.

### **3.1.7 Equipment Substitution**

If Carrier is unable to provide the container type/size required by the Shipper at the time of booking due solely to the lack of available empty equipment or to other unavoidable operational constraints, at the option of the Carrier, a larger dry container or refrigerated container may be substituted.

Except as otherwise provided below, when substitution is made, the ocean freight and charges assessed shall be the same as what would have been assessed if a smaller container had been furnished provided that the cargo loaded in the larger container does not exceed 85 percent (85 %) of the total inside cubic capacity of the smaller container in which the shipment would have moved.

#### **Exceptions:**

##### **A. Dry for dry substitutions:**

- 1) When a 40' container is substituted for a 20' container, the stowage limitation will be no more than 30CBM and 18.50 weight tons. Where cargo is loaded in excess of the above quantities, the applicable revenue ton rate or per container rate and charges for a 40' container will apply.
- 2) When a dry 40'ft hi-cube or a dry 45' container is substituted for a standard 40' container, then the maximum loadability of the substituted container must not exceed 58 CBM and 20.5 tons where cargo is loaded in excess of the above quantities, the applicable revenue ton rate or per container rate and charges for a 45' or a 40' high cube container will apply.
- 3) The substitution of a 45' container for a 20' container will not be allowed under this rule.

##### **B. Reefer for dry substitutions:**

At the option and sole discretion of the carrier, a 40 ft Reefer container and/or 40ft Highcube reefer container may be substituted for a 40 ft Dry container.

##### **C. Reefer for Reefer Substitutions:**

At the option of the carrier, the 40ft and 40ft high-cube Reefer container may be substituted for 20' Reefer container. All applicable charges and surcharges shall be applied based on the size of container actually used.

## **3.2 PAYMENT OF FREIGHT**

### **3.2.1 General Principles**

Freight may be prepaid in exchange for Bills of Lading, or paid on arrival of the cargo at destination on presentation of the relevant documents, but before release of the cargo (except where listed otherwise).

Cargo will not be released until all the relevant documents have been presented and the freight and charges due have been paid.

#### **3.2.1.1 Transport Additional (TAC/IHC)**

Transport Additional freight must be paid with the Ocean Freight, except when the latter is on a freight paid on arrival at destination basis, in which case it can be pre- paid.

### **3.2.2 Returned Goods**

Cargo on which Freight must be Prepaid, unless the original shipper requests the return.

### **3.2.3 Rates of Exchange**

When any part of the ocean freight and associated charges is paid in a currency stipulated in local currency other than US\$ Conversion will be made from the US\$ at the appropriate buying/selling rates quoted locally as follows:

#### **For Prepaid Freight and associated charges**

Variations to the basic rules in individual areas can be obtained from local Offices, the Carrier or the Carrier's local Agents.

#### **For Freight Payable on arrival at Destination**

Variations to the basic rules in individual areas can be obtained from local Offices, the Carrier or the Carrier's local Agents.

### **Conversion of charges Quoted in a National Currency**

Merchants may want to pay in USD or a third currency. The charges will be converted from the National Currency to USD or alternatively, from one National Currency to a third currency through the USD at the appropriate exchange rates which apply on the date of payment of the ocean freight and associated charges, defined above.

### **Currency and Bunker Adjustment Factors**

All rates are subject to CAF and BAF (where applicable), details of which are regularly published by the Carrier.

For the purpose of this rule for rates of exchange, 'on date which the ocean vessel is scheduled to sail and/or arrive' means the scheduled departure/arrival date announced at the Carrier's website ([www.yangming.com.tw](http://www.yangming.com.tw))

Variations to the basic rules in individual areas can be obtained from local Offices, the Carrier or the Carrier's local Agents.

## **3.3 Freighting**

### **3.3.1 General Principles**

Ocean Freight can be offered and agreed either in a through rate or Base Ocean Freight plus Transport Additional.

For Carrier's Haulage cargoes, Inland Haulage Charge will be assessed in accordance with the Carrier's Inland Haulage Tariff.

In addition to Base Ocean Freight, a Transport Additional is assessed when cargo is loaded at specific outports and discharged at specific outports as designated in Transport Additional, unless otherwise the cargo is carried under a through rate for the entire ocean transportation from/to the specific outports.

Except where otherwise specified, ancillary charges named in this section will be assessed in addition to Ocean Freight. Freight for each piece or package must be charged per 1,000 kilos or per cubic meter. Items marked "W" or items marked "M" must be charged on the gross weight or cubic measurement as indicated.

### **3.3.2 Currency Adjustment Factor (CAF)**

(a) The CAF applies to the ocean freight and combined transportation through rate rounded to two decimal points. When the ocean freight and combined transportation through rate are all-in rate including additional charges, inland haulage charge and/or transport additional, CAF will apply on the additional charges, inland haulage charges and/or transport additional also.

(b) The CAF in this rule also apply to the minimum Bill of Lading charge.

### **3.3.3 Bunker Adjustment Factor (BAF)**

Subject to the Carrier's Quotation

### **3.3.4 Terminal Handling Charge (THC)**

Subject to the Carrier's Quotation

### **3.3.5 Special Equipment Premiums (SEP's)**

The provision by the Carrier's of the following types of special container.

Dry Bulk

Flat Rack

Open Top

Platform

Subject to Carrier's Quotation

### **3.3.6 Minimum Freight - LCL Cargo**

USD 150 nett subject to CAF/BAF per Bill of Lading.

### **3.3.7 Terminal Security Charge**

Subject to the Carrier's Quotation

### **3.3.8 Over Weight Charge**

Subject to the Carrier's quotation

### **3.3.9 Change of Destination (COD)**

Please follow ISO 2BEDP004's procedure.

### **3.3.10 Change of Delivery Term**

Change of Delivery status can be granted at the Carrier's discretion, from CY to CFS and from CFS to CY, provided requests are received in good time before the arrival of the cargo at the port of destination.

All ocean Freight, Terminal Handling Charges, CFS charge and Inland Haulage Charges, will be applied and adjusted to accord with the revised delivery term.

### **3.3.11 Ad Valorem Charge**

If Merchants desire the Carrier to be responsible and/or request to indicate the value of goods in the Carrier's Bill of Lading, they must state to the Carrier in writing, in time to permit special reception and stowage, the value, gross weight and measurement and a full description of the goods and they must obtain the Carrier's agreement to accept the increased liability.

The increased liability will only be assumed by the Carrier upon payment of 5.3% ad valorem on the full declared value of the goods, this payment to be in addition to the ocean freight.

### **3.3.12 Documentation Handling Fee (BL Preparation Fee)**

Documentation Handling Fee to be prepaid will be assessed by the Carrier prior to issuance of Bill of Lading or Waybill.

Where the place of Bill of Lading or waybill being released to the Merchant is different from the place of cargo origin, the appropriate Documentation Handling Fee from the Bill of Lading or Waybill issuing place will be assessed irregardless, or the cargo origin.

### **3.3.13 B/L Surrender Fee**

At the request of shipper or a holder of full set of original bill of lading, and based on customer payment history and credit standing, the Carrier may transmit cargo release instruction to the port of discharge or destination port for a given shipment a bill of lading surrender fee shall be assessed as follows depending on the origin country in which the service is performed, regardless of the origin of the cargo shipment.

For shipments where the service is performed at the countries not listed above, a bill of lading surrender fee needs to be collected amount based on local practice.

### **3.4 MERCHANT SUPPLIED CONTAINERS**

Legislative Safety Standards and must be suitable for carriage in vessels operated or space chartered by the Carrier. Merchants must hold and may be required to produce to the Carrier, current certificates, showing that the container is in every respect fit and suitable for the carriage of the commodity in question. Merchants may also be required to produce, on demand, evidence of ownership or lease.

Equipment Transfer Charges will apply to Merchant supplied containers delivered to or collected from a Carrier's CY at the rate applicable to a Carrier's ordinary general cargo container of the same size.

In no circumstance will the Carrier make any contribution towards container hire when Merchant choose to effect shipment in Merchant owned or Merchant leased containers Except as otherwise agreed, merchant supplied/owned containers will be freighted on a per container basis, including any empty return or positioning moves.

Unless otherwise agreed, Merchant supplied/owned containers will be subject to all Tariff terms, conditions and ancillary charges, including but not limited to, Terminal Handling Charges, pre and post shipment additional, Currency and Bunker Adjustment factors, Out of Gauge Surcharge, and Inland charges, etc.

Merchant containers will, however, not be subject to any special equipment container premiums.

In respect of Merchant supplied/owned temperature controlled containers, the Carrier will not be responsible for any consequences arising or resulting from any defect and/or breakdown of the temperature control apparatus of the container.

This rule will be under constant review and is subject to change without notice.



### **3.5 ADDITIONAL SERVICES AND CHARGES**

The Carrier may provide additional services at the request of Merchants, at not less than cost, including: -

- (a) Work arising from Customs, Quarantine, Health or other Official Bodies requirements.
- (b) Special apparatus and/or additional labour.
- (c) Work arising from any oversight, error or omission by the Merchant.