

Tariff Rules

NVOCC Non-Vessel Operating Common:

Carrier Rules Tariff (Tariff Rule 2017-1)

Tariff Title Page

William L. Griffin & Company, dba Griffin & Company Logistics

From: Tariff Origin Scope

To: Tariff Destination Scope

Effective: December 20, 2013

All information contained within this tariff is true and accurate and no unlawful alterations will be permitted.

For details of rates, please contact: service@wlgriffin.com

NVOCC Non-Vessel Operating Common Carrier:

Rules Tariff (Tariff Rules Number 7-2013)

Naming Rules and Regulations Between US Ports & Points and World Wide Ports & Points.

- A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that the Carrier has opted for exclusive use of Negotiated Rate Arrangements (“NRAs”) effective December 21st, 2013.
- B. NVOCC NRA means the written and binding arrangement between an NRA shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).
- C. Carrier’s Rules are provided free of charge to Shipper at www.griffinlogistics.com containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of Carrier.
- D. Carrier shall issue booking confirmations, quotations, e-mails, and possibly other written communications, which collectively shall be considered an NRA, and which will constitute an offer by Carrier to Shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for 30) thirty days from the Booking Confirmation date. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.
- E. Rates may not be modified in an NRA after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

Publishing Office

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Scope:

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Rules, regulations and NRA’s published herein apply between United States Atlantic and Gulf Coast Ports, United States Pacific Coast Ports, and Great Lakes Ports and Inland Points (See Paragraph A) And Worldwide Ports and Points.

SERVICE:

Motor/Ocean, Ocean/Motor, Rail/Ocean, Ocean/Rail and Rail/Motor/Ocean combinations of service with single factor through rates as specified in the NRA’s.

INTERCHANGE PORTS:

United States Atlantic, Gulf, Pacific and Great Lakes Ports.

LIABILITY:

Carrier shall be liable to Shipper for Rail and/or Motor movements in accordance with the terms and conditions of Carrier's Combined Transport Bill of Lading or other applicable transport document issued by Carrier.

A. WORLDWIDE PORTS AND POINTS:

The geographic scope of the NRA shall cover the Trade between ports and points served via such ports in the United States and any ports or points served via such ports worldwide, on one hand, and between ports or points served via such ports worldwide and ports or points served via such ports in the United States, on the other hand.

Application of NRA’s And Charges:

Filing Information:	
Effective Date:	December 20st, 2013

1. NRA's apply from end of ship's tackle at Port of Loading to end of ship's tackle at Port of Discharge or from/To Inland Point at Origin/Destination To/From Port of Loading/Discharge and, unless otherwise specifically provided, do not include Lighterage, Terminal Handling, Wharfage or any other Accessorial Charges or Surcharge which are established by Custom of the Port, by Port or Local Tariffs or by U.S. Customs. Any Accessorial Charges which are assessed against the cargo will be for the account of the cargo, even if the Carrier is responsible for the collection thereof. (See Paragraph 10).
2. NRA's are stated in terms of U.S. Currency and apply per 1,000 Kilos (W), or 1 Cubic Meter (M), as indicated, whichever yields the greater revenue, except as otherwise specified. 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.
3. Except as otherwise provided, NRA's do not include Marine Insurance or Consular Fees.
4. For Outbound Cargo, description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Custom and Border Protection Declaration or Shipper's Export Declaration covering the shipment. Carrier will verify the Bill of Lading description with the validated United States Custom Declaration, Custom Entry or Shipper's Export Declaration including Schedule "B" Number and Dock Receipt. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs and Border Protection.
5. Unless otherwise specified, when the NRA is 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 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.
6. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under-covering Bills of Lading, Dock Receipts, or Booking Contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract

if in conformity with the Shipping Act of , as amended, and Federal Maritime Commission Regulations, by tariff publication, any affected rate or rates in order to meet such conditions".

7. For the movement of cargo from/To Inland Points, at Shipper's request, the Ocean Carrier will arrange for transportation Via Overland Carrier. Overland Carriers will be utilized on an availability of service basis and NOT restricted to any preferred Carriers, except as Carrier deems necessary to guarantee safe and efficient movement of said cargo.
8. Carrier shall NOT be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.
9. Any tollage, wharfage, handling and/or other charges/surcharges assessed against the cargo at Ports of Loading/Discharge will be for the account of the Cargo. Any tollage, wharfage, handling and/or charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the Cargo, and if such charges are assessed against the vessel, the Carrier shall in turn bill and collect the same charges in its full amount from the Shipper. Any additional charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

Bill(s) Of Lading:

Filing Information:	
Effective Date:	December 20st, 2013

1. DEFINITIONS:

Carriage : Means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

Carrier : Means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

Charges : Means freight and all expenses and money obligations incurred and payable

by the Merchant.

COGSA : Means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

COGWA : Means the Hague-Visby Rules.

Combined Transport: Arises where the carriage called for by this Bill of Lading is not a Port to Port shipment.

Containers : Means any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

Defenses : Means all rights, immunities, exclusions, exemptions, defenses, limitations, however described (no matter whether arising by law or by contract), which might abate, bar, defeat or diminish any recovery against the Carrier.

Freight : Means all of the following relating to or in connection with the Goods: ocean freight and other charges provided by the Carrier's applicable tariff, including but not limited to ad valorem charges, advance charges and less than full container load service charges, currency adjustment factor, bunker adjustment factor, surcharges, war risk premiums, arbitrary and accessorial charges; all charges arising as a result of changing the port of loading or discharge, and expenses arising or incurred under this Bill of Lading; additional freight or other charges; deadfreight; special freight for the carriage of special containers; return freight if the Goods are returned.

Goods : Means the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier.

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

Hague-Visby Rules: Means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

Merchant : Means the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

Package :

(1) the Container when the Goods are shipped in a Container (2) the skid or pallet when Goods are shipped on a skid or pallet and stuffed in a Container, and the Container is adjudged not to be the package for the purposes of the Carrier's limitation of liability (3) the skid or pallet when Goods are shipped on a skid or pallet but not in a Container (4) that shipping unit which contains the greatest quantity of the Goods and to which some packaging preparation for transportation has been made which facilitates handling even though it does not conceal or completely enclose the Goods. This clause does not apply to Goods shipped in bulk, and it supersedes any inconsistent provision which may be printed, stamped or written elsewhere in this Bill of Lading.

Participating Carrier : Means the ocean carrier and any other water, land or air carrier involved in the Carriage of the Goods whether it be a Port to Port or a Combined Transport movement.

Person : Means the ocean carrier and any other water, land or air carrier involved in the Carriage of the Goods whether it be a Port to Port or a Combined Transport movement.

Port to Port Shipment: Means when the port of loading and the port of discharge only are shown on the face hereof and neither the place of acceptance nor the final destination are stipulated on the face hereof.

Shipping Unit: Means freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.

Stuffed : Means filled, consolidated, packed, loaded, or secured.

2. CARRIER'S TARIFF:

The provisions of the Carrier's applicable tariff, are incorporated herein. A copy of the applicable tariff is available for review in the Carrier's web-site upon payment of a reasonable charge, if any, set out in the Carrier's tariff and/or where applicable, upon request, obtainable from the Interstate Commerce Commission or other regulatory body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY:

The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and

has the authority of the person owing or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NON-NEGOTIABILITY OF BILL OF LADING:

This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSON:

1. The carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.
2. It is expressly agreed that any and all servants, agents and independent contractors (including the Master, officers, and crew of the vessel, participating carrier, all terminal operators, warehousemen, stevedores, watchman, husbanding agents, managing agents, general agents, ship's agents, and all other agents, subcontractors and independent contractors whatsoever as well as any officers, directors, agents or employees of any of the foregoing) used or employed by the Carrier in connection with the performance of any or all of Carrier's obligations under this Bill of Lading, in consideration of the agreement to be so used or employed, shall be express beneficiaries under this Bill of Lading and shall have the benefit of all defenses to which the Carrier is entitled so that in no circumstances shall any servant, agent or independent contractor of the Carrier be under any liability in contract, warrant, tort (including negligence) indemnity or contribution, greater than that of the Carrier to anyone other than the Carrier.
3. The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.
4. The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

6. CLAUSE PARAMOUNT:

1. To and From non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-U.S. ports by the Carrier and any Participating Carrier, the Contract evidenced in this Bill of Lading shall have

- effect subject to the Hague-Visby Rules, if and as enacted in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will apply. The Hague-Visby Rules shall also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also apply to the Carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways.
2. To or From United States ports. If the Carriage called for in this Bill of Lading is a shipment to or from the United States, the liability of the Carrier shall be exclusively determined pursuant to COGSA; the Pomerene Act [49 U.S.C. 80101 et. seq.] for both export and import cargo moving to/from the United States; and Article 7-301 of the Uniform Commercial Code. The provisions cited in the Hague Rules and COGSA shall also govern before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier.
 3. The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions or sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel on which the Goods are carried.

7. CARRIER'S RESPONSIBILITY :

The Carrier shall not be responsible for any loss to the Goods however caused occurring while the Goods are not in the actual custody of the Carrier.

1. PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the

Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant appoints and/or authorizes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling, or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

2. COMBINED TRANSPORT

- A. The carrier acts as agent for Merchant with regard to procuring inland and ocean transportation. If, for any reason, it is adjudged that the Carrier was not acting as the Merchant's agent, then in addition to the defenses and limitation of liability permitted to the Carrier by law and by this Bill of Lading, the Carrier shall also have the benefit of all defenses available to the participating carrier(s) by law and by the terms of its or their contracts of Carriage and tariffs, all of which shall be deemed incorporated in this Bill of Lading, as applicable and with respect to inland transportation of the Goods, Carrier will be afforded all of the defenses according to the provisions of any International Convention or national law which is compulsorily applicable in the country, where the inland transportation took place or, if no such law or convention is applicable, then according to the Participating Carrier's contracts of carriage and/or tariffs, if any.
- B. Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the agent set out below.
 - i. If the place where the loss or damage occurred cannot be proven.
 - a. The Carrier shall be entitled to rely upon all Defenses under COGSA or the Hague-Visby Rules under 6(a) or (b) above had the loss or damage occurred at sea or where the loss or damage occurred cannot be proved, said loss or damage shall be presumed to have occurred at sea.
 - b. Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, the Carrier shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

- c. Subject to 8(c) below, where the Hague Rules (such as COGSA) or the Hague-Visby Rules (such as COGWA) or any legislation applying either Rules is not compulsorily applicable, the Carrier's liability shall not exceed US\$50 per package or shipping unit or US\$0.50 per kilo of the gross weight of the Goods lost, damaged in respect of which the claim arises or the value of such Goods, whichever is the less.
 - d. The value of the goods shall be determined according to the CIF value.
- ii. If the place where the loss or damage occurred can be proved:
- a. The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:
 - A. cannot be departed from by private contract to the detriment of the Merchant; and
 - B. would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
 - b. With respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contract of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carrier's obligations under their contracts and tariffs;
 - c. Where neither (i) or (ii) above apply any liability of the Carrier shall be determined by 7(b)(A) above.

8. GENERAL PROVISIONS:

1. Delay, Consequential Loss Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
2. Package or Shipping Unit Limitation where the Hague Rules (COGSA) or Hague-Visby Rules (COGWA) or any legislation making either Rules compulsorily applicable to this Bill of Lading, the Carrier shall not unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by either of the Rules or legislation. Such limitation amount according to COGSA is US\$500 and according to COGWA is 666.67 units of account per package or units of account per kilogram of gross weight of the Goods lost or damaged, whichever is the higher. If no limitation amount is applicable under either of the Rules or legislation the limitation shall be US\$500.
3. Ad Valorem: Declared Value of Package or Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
4. Rust, etc. It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and the acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.
5. Notice of Loss or Damage the Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

6. Time-bar

- A. Unless notice of loss and the general nature of such loss be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or if the loss is not apparent, within three (3) consecutive days after that delivery, the Goods shall be presumed to have been delivered as described in this Bill of Lading.
- B. Where the loss has occurred in the custody of a Participating Carrier, the Carrier shall be discharged from all liability in respect of loss unless notice of claim is filed and suit is brought within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered or the time period prescribed by the Participating Carrier's contract of carriage, tariff or by law covering such Participating Carrier or overland carriage whichever is less (in the United States, pursuant to the Carmack Amendment, 49 U.S.C. 11-107(a), suit must be brought within nine months).
- C. In any event, the Carrier shall be discharged from all liability in respect of loss unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

9. MERCHANTS RESPONSIBILITY:

1. The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
2. The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.
3. The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.
4. No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the

Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

5. The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.
6. The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

10. CONTAINERS:

1. Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.
2. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
3. If the Container has been stuffed by or on behalf of the Merchant,
 - A. the Carrier shall not be liable for loss of or damage to the Goods
 - i. caused by which the Container has been stuffed.
 - ii. caused by the unsuitability of the Goods for carriage in Containers.
 - iii. caused by the unsuitability if defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier this paragraph (iii) shall only apply if the unsuitability of defective condition arose

- a. without any want of due diligence on the part of the Carrier or
 - b. would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.
 - iv. if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
 - B. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A)(iii) (a) above.
4. Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

11. TEMPERATURE CONTROLLED CARGO:

1. The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non compliance.
2. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

12. INSPECTION OF GOODS:

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

13. MATTERS AFFECTING PERFORMANCE:

1. If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:
 - A. without notice to the Merchant abandon the Carriage of the Goods 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 the responsibility of the Carrier in respect of such Goods shall cease;
 - B. without prejudice to the Carrier's right subsequently to abandon the Carriage under A above, continue the Carriage. In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
2. The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

14. METHODS AND ROUTE OF TRANSPORTATION:

1. The Carrier may at any time and without notice to the Merchant use
 - i. any means of transport or storage whatsoever,
 - ii. load or carry the Goods on any vessel whether named on the front hereof or not,
 - iii. transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever,
 - iv. at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever including but not limited to unstuffing and stuffing of less than container loads into or on other containers at transshipment ports,

- v. proceed at any speed and by any route in Carrier's discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order,
 - vi. load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge),
 - vii. comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions,
 - viii. permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked,
 - ix. ix. permit the vessel to carry Goods of all kinds, dangerous or otherwise.
2. If a less than a full container shipment is transhipped at any intermediate port, the Carrier may break the container seal to unstuff the shipment from the container and restuff that shipment into or on another container. In this respect, the Carrier is acting as the agent of the Merchant.
 3. The liberties set out in (1) and (2) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

15. DECK CARGO (AND LIVESTOCK):

1. Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading.
2. Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea

or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

16. NOTIFICATION AND DELIVERY CLAUSE:

1. Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability or remove the Merchant of any obligations hereunder.
2. The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff.
3. If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice remove the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder and there upon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.
4. The Merchant's attention is drawn to the stipulation concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.
5. Once free time has expired, the Goods will be stored at a warehouse or receiver's terminal at the sole risk and expense of the Merchant and the Goods. However, if the Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur storage or other charges in excess of their value, the Carrier may, without notice to the Merchant, publicly or privately sell or dispose of the Goods and apply the proceeds of the disposition in reduction of the Freight, and any other charges associated with the warehousing and/or sale of the Goods.

17. BOTH-TO-BLAME COLLISION:

The both blame clause published by the Baltic and International Maritime Counsel (BIMCO) is incorporated herein by this reference.

18. GENERAL AVERAGE:

1. The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

2. Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
3. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

19. CHARGES:

1. Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, whether vessel, inland carrier and/or cargo lost or not lost.
2. The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
3. All Charges shall be paid without any set off, counterclaim, deduction or stay of execution.
4. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the Goods shall be considered the exclusive agent of the Merchant for all purposes and any payment of Freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm, or corporation to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of the Freight.
5. Should the Merchant fail to make timely payment of the applicable Freight, the Merchant shall be liable to Carrier for all costs and expenses including attorneys' fees associated with the collection of such Freight from the Merchant plus 6% of interest calculated from the date the Freight became due.

20. LIEN:

The Carrier shall have a lien for General Average contribution and for Freight for the Carriage of the Goods and on any documents relating to the Goods as well as in respect to unpaid Freight from any previous Carriage on behalf of the Merchant who owes that Freight to the Carrier. The Carrier has the right to sell the Goods at public or

private sale without notice to the Merchant to satisfy the lien in whole or in part. If the proceeds of this sale fail to cover the whole amount due, the Carrier is entitled to recover the deficit from the Merchant.

21. VARIATION OF THE CONTRACT:

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

22. PARTIAL INVALIDLY:

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

23. LAW AND JURISDICTION:

- a. To Or From United States Ports. The claims arising from or in connection with or relating to this Bill of Lading shall be exclusively governed by the law of the United States. Any and all action concerning custody or carriage under this Bill of Lading whether based on breach of contract, tort or otherwise shall be brought before the United States District Court for the Southern District of New York.
- b. To And From Non-U.S. Ports. The claims arising from or in connection with or relating to this Bill of Lading shall be exclusively governed by English law. Any and all actions concerning custody or carriage under this Bill of Lading whether based on breach of contract, tort or otherwise shall be brought before a London court of competent jurisdiction.

Freight Forwarder Compensation:

Filing Information:	
Effective Date:	December 20st, 2013

PAYMENT OF COMPENSATION:

APPLICABLE ONLY ON CARGO ORIGINATING IN THE UNITED STATES:

1. 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:
 - A. 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.
 - B. Prepared and processed the Ocean Bill of Lading, Dock Receipt, Consular Documents and Export Declarations or other similar document with respect to the shipment.
2. 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.
3. Carrier will not knowingly pay compensation on a shipment in which the Forwarder has a direct or indirect beneficial interest.
4. The amount of compensation will be: 1.25%, unless otherwise specified in individual NRA.
5. Compensation will not be due or payable on the following:
 - a. Advance Charges.
 - b. Temporary Freight Charges or Emergency Surcharges.
 - c. Bulk Cargoes and Lumber exempted from the filing requirements of the Shipping Act, 1984.
 - d. Military Sealift Command or Military Traffic Management Command Cargoes.
 - e. Currency Adjustments.
 - f. For shipments on which ocean freight and charges have not been paid.
6. If freight forwarder compensation has been advanced to a forwarder and 5.f. above is applicable, said compensation which has been paid to forwarder in advance is immediately to be refunded to Carrier by forwarder.

Surcharges And Arbitraries:

Filing Information:	
Effective Date:	December 20st, 2013

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

Minimum Quantity NRA's:

Filing Information:			
Effective Date:	December 20st, 2013	Filing Type:	I

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

Ad Valorem NRA's:

Filing Information:			
Effective Date:	December 20st, 2013	Filing Type:	I

1. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

2. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.
3. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the Ad Valorem rate, specifically provided against the item, shall be five (5) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the NRA.

Co-Loading In US Foreign Commerce:

Filing Information:			
Effective Date:	December 20st, 2013	Filing Type:	I

Co-loading is the combining of cargo, in the import or export foreign commerce of the U.S. by two or more NVOCC's for tendering to an Ocean Carrier under the name of one or more of the NVOCC's.

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier to Carrier relationship. Carrier shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded. and/or Carrier participates in co-loading on a Shipper/Carrier relationship meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-loaded cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded. Where 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.

LIABILITY: Carrier's liability to the Shipper shall be as specified on the Shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

Shippers Requests In Foreign Commerce:

Filing Information:			
Effective Date:	December 20st, 2013	Filing Type:	I

Any Shipper may transmit his requests and complaints as hereinafter defined to the Carrier in writing by mail, electronic mail, courier, facsimile or telex. Requests and Complaints are to be sent directly to the Carrier at the address shown in the Tariff Rules.

As used in these Tariff Rules, the phrase "Requests and Complaints" means any communication requesting a change in tariff rates, rules or regulations; objecting to rate increase or other tariff charges; and protests against erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information, sailing schedules, space availability and the like are not included in the foregoing.

Overcharge Claims:

Filing Information:			
Effective Date:	December 20st, 2013	Filing Type:	I

- A. All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Rules within three (3) years after the date of receipt of shipment by Carrier (in accordance with Rule 3). Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, or, if no error be found, by the Claimant.
- B. 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, as amended.
- C. 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 the Shipping Act of 1984, as amended. Such claims must be filed within three years

of the date of receipt of shipment by Carrier (in accordance with Rule 3). 11 USE OF CARRIER EQUIPMENT.

Use Of Carrier Equipment:

Filing Information:			
Effective Date:	December 21st, 2013	Filing Type:	I

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.

NVOCCs In Foreign Commerce: Bonds And Agents:

Filing Information:			
Effective Date:	December 20st, 2013	Filing Type:	C

A. BONDING OF NVOCCs:

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515.21 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, order for reparations issued pursuant to the Shipping Act of 1984, as amended, or penalties assessed pursuant to the Shipping Act of 1984, as amended.
2. **Bond No.**
3. Name of Surety Company that issued the bond: Great American Alliance Insurance Company 150 Northwest Point Blvd Elk Grove Village, IL 60007

B. RESIDENT AGENT:

1. 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 be the Carrier's legal agent for service of process.

2. 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.
3. Agent for Service of Process Address: Not Applicable.

Certification Of Shipper Status In Foreign Commerce:

Filing Information:	
Filing Type:	I

- A. In accordance with the Non-Vessel-Operating Common Carrier Amendments of 1990, Public Law 98-237, 98 Stat. 56, and 46 CFR Sec. 583.7(b), each Shipper who is a Non-Vessel-Operating Common Carrier shall provide to Carrier prior to tendering any shipment, a copy of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence as may be acceptable to the Carrier and 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 semiannually, each April 15 and October 15.
- B. 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.

Time/volume Rates In Foreign Commerce:

Filing Information:	
Filing Type:	I

Not Applicable.

Negotiated Rate Agreements:

William L. Griffin & Company, dba Griffin & Company Logistics (FMC No. 3012) hereby provides notice of its intent to invoke the FMC’s tariff publication/adherence exemption pursuant to 46 CFR Part 523, et seq.

TERM 4 - MINIMUM QUANTITY COMMITMENT (“MQC”):

Ten (10) cubic meters ("CBMs") per calendar year. Cargo tendered by Shipper's Affiliates shall be credited toward the MQC.

To the extent that Carrier enters into Non-vessel operating Common Carrier Service Arrangements (NSA s) with shippers, including other NVOCCs, the rates, charges, terms and conditions contained herein shall apply to the extent that the NSAs do not state to the contrary. Essential Terms of NSAs shall be published in accordance with the regulations of the Federal Maritime Commission.

Definitions And Symbols:

Filing Information:			
Effective Date:	December 21st, 2013	Filing Type:	C

A. DEFINITIONS:

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

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

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

CFS/CY(S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and

unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

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

ALL INCLUSIVE - means the freight NRA shown with the applicable NRA including ocean freight and all other surcharges and accessorial charges, not including destination charges, except those charges effected by the choice or action of the shipper.

BILL(S) OF LADING - means contract of affreightment shipment covering one shipment from one consignor to one consignee with one set of marks.

CARGO, N.O.S. - Means commodities not otherwise specified in individual commodity items in this tariff.

CARRIER - means William L. Griffin & Company, dba Griffin & Company Logistics and/or participating inland carriers.

CHASSIS - means a wheeled assembly, with or without container, constructed to accept mounting of demountable trailer body, container or flexivan.

CONSIGNEE - means the person, firm or corporation shown on the Bill of Lading as the shipper of the property received by the carrier for transportation.

CARRIER CONSIGNOR, CONSIGNEE OR SHIPPER - includes the authorized representatives or agents of such "Carrier", "Consignor" or "Consignee".

CONTAINER - means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top container with/without wheels or bogies attached not less than 20 feet or 6.06 meters nor more than 40 feet or 12.19 meters in length, having a closure of permanently hinged door, that allows ready access to the cargo. All types of containers will have construction, fittings, and fastenings able to withstand, without permanent distortion, all the stress that may be applied in normal service use of continuous transport- station. Except as otherwise provided, the term "Container" is interchangeable with trailer and has common meaning.

CONTROLLED TEMPERATURE - means the maintenance of a specified temperature or range of temperatures in carrier's trailers.

DAY - means a twenty-four (24) hour period beginning at 12:01 A.M.

DRY CARGO - means cargo other than that requiring temperature control, atmosphere control or bulk cargo.

HOLIDAY - As used in this tariff shall consist of the following days: New Years Day Washington's Birthday(Third Monday in Feb.) Memorial Day (Last Monday in May) Fourth of July Labor Day Thanksgiving Day Christmas Day when any of the holidays stipulated above falls on Sunday, the following Monday shall be deemed as that holiday.

IN PACKAGES - Shall include any shipping form other than "in bulk", "loose" "in glass or earthenware, not further packed in our container" or "skids".

KILO TON - means 1,000 kilos.

KNOCKED DOWN (KD) - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33-1/3 percent from its normal shipping cubage when set up or assembled.

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

MOTOR CARRIER - means participating motor carrier(s) as named in this tariff.

NESTED - means that three or more different sizes of the article or commodity must be enclosed, each small piece within the next larger piece or three or more of the article must be placed on within the order so that each upper article will not project above the lower article more than one third of its height.

NESTED SOLID - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than half inch.

NON-HAZARDOUS - means non-label cargo which is permitted stowage between or under decks (other than Magazine) and such will be rated in accordance with the NRA applied therefor, as provided in the NRA and if no specific rate is published, then the Cargo, N.O.S. rate will apply.

ONE COMMODITY - means any or all of the article described in any one rate item in the NRA.

PACKING OR STUFFING - Covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

POINT - means a particular city, town, village, community, or other area which is treated as a unit for the application of the NRA.

PLACE - means a particular street address or other designation or a factory, store, warehouse, place of business, private residence, construction camp or the like, at a "Point".

SITE - means a particular platform or specific location for loading at a "Place".

STUFFING/UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

TRAILER OR CONTAINER - Used interchangeably, with Container, see definition for "Container".

TRAILERLOAD - means an article has been accorded a rate(s) governed by a trailer-load minimum weight or measurement per shipment.

TRUCK - means any vehicle propelled or drawn by a single mechanical power unit and used on the highways in the transportation of property.

UNITIZED LOAD - means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together to form a single shipping unit that has been prepared by the shipper in order to facilitate mechanical handling.

UNPACKING, UNSTUFFING OR STRIPPING - means the removal of the cargo from the containers as well as the removal of all securing material not constituting a part of the container.

VEHICLE - means a container or trailer as more fully defined under container or trailer herein.

WATER CARRIER'S TERMINAL - means the place where loaded or empty containers are received by water carrier or delivered by water carrier. The place where water carrier assembles, holds or stores its containers.