

# **COSCO EXPORT DOCUMENTATION RULES**

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## 1. DOCUMENTATION SUBMISSION CONTACTS AND INFORMATION

- Bill of lading instructions must be submitted by the documentation cut-off or your shipment will be rolled/cancelled.
- For B/L release requests:
  - Advise how you want your b/l released: (Originals, Telex Release, Web or Seaway)
  - Advise how many copies you need.
- If you require originals to be couriered, please provide courier name and your account number or an air waybill.

Please make note of the below Export Documentation email addresses and send to the appropriate one based on your needs. This will ensure your request is handled expeditiously.

\*Please do not send to multiple email addresses, as it will only delay response time\*

### **Documentation/EEI Email Addresses**

#### **Sailing from Long Beach or Los Angeles:**

**Masters and EEI Only: [laxmasters@cosco-usa.com](mailto:laxmasters@cosco-usa.com)**

**Revisions Only: [laxexpdoc@cosco-usa.com](mailto:laxexpdoc@cosco-usa.com)**

**Diversion: [lgbexp@cosco-uca.com](mailto:lgbexp@cosco-uca.com)**

**Other documentation issues: [laxexp@cosco-usa.com](mailto:laxexp@cosco-usa.com)**

#### **Sailing from all other US load ports:**

**Masters, Revisions and EEI Only: [masterbill\\_sdc@coscon.com](mailto:masterbill_sdc@coscon.com)**

**Diversions: [tangl@coscon.com](mailto:tangl@coscon.com)**

**Other documentation issues: [naoexpdoc@cosco-usa.com](mailto:naoexpdoc@cosco-usa.com)**

#### **Sailing from Canadian Ports:**

**Masters and Revisions: [masterbill\\_sdc@coscon.com](mailto:masterbill_sdc@coscon.com)**

#### **Bill of Lading Release Requests**

**Long Beach/Los Angeles local customers - [laxexpdoc@cosco-usa.com](mailto:laxexpdoc@cosco-usa.com)**

**US customers outside of the LGB/LAX area - [naoexpdoc@cosco-usa.com](mailto:naoexpdoc@cosco-usa.com)**

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## 2. DEADLINE OF DOCUMENTATION FOR U.S. EXPORT CARGO

Tariff : All Export Tariffs

Rule Number : 002-068

Rule Title : SUBMISSION OF DOCUMENTATION FOR U.S. EXPORT CARGO

Effective From : April 1, 2012

Effective End :

Amendment Type : I

Status : Filed

File Date : January 13, 2012

**Rule Context : (A) DEADLINE FOR SUBMISSION OF DATA FOR U.S. EXPORT CARGOES:**

1. To avoid the imposition of penalties on Carrier by U.S. authorities, to minimize the cost of document preparation, to avoid disruption to Carrier's stevedoring and vessel loading operations, and to preserve schedule integrity, the shipper named on the bill of lading or its agent ("Shipper") must provide the following information to Carrier not later than two working days, excluding Saturday, Sunday and Holidays, prior to vessel arrival at U.S.A. ports via electronic mail:

- (i) Name and address of Shipper
- (ii) Name and address of consignee
- (iii) Destination of cargo
- (iv) Port of discharge of cargo
- (v) Description of cargo, including quantity and weight
- (vi) AES Export Citation (External Transaction Number of Exemption Statement) and/or Electronic Export Information (EEI) with its Internal Transmission Number (ITN)

2. To avoid the imposition of penalties on Carrier by Canadian/U.S authorities for cargo loaded in USA and arriving in Canada as import cargo or in-transit (FROB - Freight Remaining on Board), to minimize the cost of document preparation, to avoid disruption to Carrier's stevedoring and vessel loading operations, and to preserve schedule integrity, the shipper named on the bill of lading or its agent ("Shipper") must provide the following information to Carrier not later than 2 working days, excluding Saturday, Sunday and Holidays, prior to vessel arrival at U.S.A. ports:

- (i) Name and address of Shipper
- (ii) Name and address of consignee
- (iii) Destination of cargo
- (iv) Port of discharge of cargo
- (v) Description of cargo, including quantity and weight
- (vi) AES Export Citation (External Transaction Number of Exemption Statement) and/or Electronic Export Information (EEI) with its Internal Transmission Number (ITN)
- (vii) the 6-digit Harmonized Code number under which cargo is classified

**(B) CONSEQUENCES OF FAILURE TO PROVIDE DATA:**

The Carrier may refuse to load the cargo for which data described in paragraph (a) has not been timely provided. In the event the data described in paragraph (a) has not been timely provided, whether or not the cargo has been loaded on the vessel, then any and all costs incurred by Carrier with respect to cargo in its possession including, but not limited to fines, inspection, storage, equipment per diem, port demurrage and/or re-delivery costs, and/or container roll charges assessed by terminal operator in United States, shall be the joint and several responsibility of Shipper, the consignee named on the bill of lading and any other person(s) with an interest in such cargo (collectively, "Merchant"). Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

(C) GOVERNMENT REQUIREMENTS:

Nothing in this rule shall relieve Shipper of its obligation to comply with otherwise applicable advance notice requirements or reduce the period of such other advance notice requirements including, but not limited to;

- (i) the 72-hour advance notice requirement for exports of used vehicles;
- (ii) the advance notice requirements applicable to cargo for which an export license is required; and
- (iii) advance notice requirements established by government agencies.

(D)TIMELY FILING OF SHIPPER'S EXPORT DECLARATION (SED):

The Shipper or his Forwarder shall be liable for, and shall hold the Carrier harmless, from any loss, damage, delay, expense or liability incurred by, or levied upon, the Carrier or the goods by reason of non-compliance with Customs or other Government regulations resulting from late presentation of the Master Bill of Lading with proof of filing citation or exemption of legend, including fines or penalties incurred by Carrier for which Shipper shall in all cases reimburse Carrier. Shipper, (or Account of Cargo) is further responsible for all additional charges incurred by Carrier such as Demurrage and Roll-Over, Storage Charges, etc. that might result from the failure of the Shipper to provide the required documentation to Carrier prior to the Documentation Cut-Off date/time for the respective vessel. It is the responsibility of the party providing such documentation to ensure that it arrives, and is confirmed received by the Carrier's Documentation Staff, prior to this date/time without exception. In addition to all costs incurred by Carrier, Carrier will enforce an Administration Charge of \$200.00 per Booking on all cases where the Shipper/Forwarder fails to present the required Internal Transmission Number (ITN) to Carrier prior to Documentation Cut-Off Date/Time. The Shipper or his Forwarder must submit the Internal Transmission Number (ITN) to Carrier via electronic mail.

(E) INDEMNIFICATION OF CARRIER:

If Carrier is assessed a penalty or fine with respect to cargo for which it received timely information because the information was false, inaccurate or incomplete, then Merchant shall be jointly and severally liable to indemnify, hold harmless and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any such penalty or fine and all costs, liabilities, damages, losses and cargo claims incurred by the Carrier as a result of such false, inaccurate or incomplete information. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel- sharing partners, slot charterers, vessel owners, and insurers.

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### 3. LATE DOCUMENTATION

Tariff : 203 - ASU(WB) USA To Asia/Oceania/Indian Sub-Continent/Middle East/Canada

Rule Number : 002-034

Rule Title : LATE DOCUMENTATION

Effective From : April 1, 2012

Effective End :

Amendment Type : I  
Status : Filed  
File Date : January 13, 2012

**Rule Context : 1. At origin USA:**

If and when Bills of Lading and/or shipping instructions are received by Carrier after vessel's departure from the port of loading as indicated in the Bills of Lading and/or shipping instructions, the merchant shall be liable for and shall hold the Carrier harmless from any loss, damage, Delay, expenses or liability incurred by or levied upon the Carrier or the goods by reason of non-compliance with customs or other regulations resulting from such late presentation.

**2. At Ho Chi Minh, Vietnam:**

Any change in documentation requested after cargo arrives at the Port of Ho Chi Minh, Vietnam will receive a Late Documentation Charge of USD 200. This charge must be paid immediately. No Documents or Cargo Will be released without payment of this charge. This charge does not affect any charges that apply due to late pick-up of cargo.

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**4. MISDESCRIPTION/MISDECLARATION OF CARGO**

Tariff : 203 - ASU(WB) USA To Asia/Oceania/Indian Sub-Continent/Middle East/Canada

Rule Number : 002-038

Rule Title : MISDESCRIPTION/MISDECLARATION OF CARGO

Effective From : April 1, 2012

Effective End :

Amendment Type : I

Status : Filed

File Date : January 13, 2012

Rule Context : A) The offices or agents of the carrier at the base loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by shipper. Such assessment is subject to the terms and conditions of the carrier's bill of lading.

Notwithstanding the foregoing, carrier may arrange at the port of loading or destination for the verification of the description, measurement or weight of all such shipments, at its discretion; and the description, measurements or weight so obtained shall be used for determining the correct amount of freight which has to be paid. All expenses incurred shall be for the account of the cargo.

B) To ensure the accuracy of the description and measurements declared by the shipper, and to ensure that the provisions of carrier's tariff(s) and any service contracts are strictly adhered to, carrier may request documentation necessary to verify compliance, including but not limited to invoices, customs documentation, freight bills underlying bill's of lading, and arrival notices. Said requests shall be made within one year after the shipment date. Shipper or consignee shall provide documentation requested within thirty (30) days of the request. If the request is made prior to the release of cargo to the consignee, the carrier shall not release the cargo until the documentation is provided. If a misdeclaration or misdescription is found as a result of a) and b) above, the cargo interests shall be liable to pay:

- (1) The additional applicable tariff or contract freight and charges due on such cargo as rated correctly, which shall be payable by any party liable for payment of the freight and charges,
- and
- (2) An additional amount equal to the full amount of all tariff or contract freight and charges due on the cargo as rated correctly, which shall be paid by the party responsible for misdescription or misdeclaration. This re-rating charge shall be applied separately for each misdescription or misdeclaration on a shipment. For example, if the shipper misdescribes the commodity and also misdeclares the weight or measure of the cargo on the same shipment, the re-rating charge would apply twice for that shipment.
- D) If documentation is not provided within the thirty (30) days as requested, the carrier may conclude that a misdescription or misdeclaration has occurred and shall apply the above stated additional charges. If a shipment is found to be misdeclared prior to release, the cargo shall not be released to the consignee until the applicable tariff or contract freight and charges referred to in paragraph c(1) above have been paid in full.
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## **5. JAPAN 24 HOUR RULE**

Tariff : 203 - ASU(WB) USA To Asia/Oceania/Indian Sub-Continent/Middle East/Canada  
Rule Number : 002-074  
Rule Title : SUBMISSION OF CARGO DECLARATIONS DATA TO JAPAN CUSTOMS (AFS/AFA)  
Effective From : March 9, 2014  
Effective End :  
Amendment Type : C  
Status : Filed  
File Date : February 12, 2014  
**Rule Context : Submission of Cargo Declarations Data to Japan Customs:**

### **A. Submission of Cargo Declaration Data; Deadline for Same:**

Pursuant to the Japan Advance Filing Rules on Maritime Container Cargo Information, effective March 9, 2014, Carrier is required to submit to Japan Customs certain cargo declaration data for all cargo on board a vessel that will call at a port in Japan, not later than 24 hours before departure of the vessel from the port of loading. In order to enable Carrier to comply with this requirement, any person tendering cargo to Carrier that will be discharged in Japan must submit the following data regarding such cargo to Carrier in writing (including by electronic transmission) not later than 48 hours prior to loading:

1. A precise description of the cargo and total gross weight of the cargo or, for a sealed container, the shipper's declared description and total gross weight of the cargo. Generic descriptions such as FAK, General Cargo, Chemicals, Foodstuffs, and Said to Contain are NOT acceptable descriptions.

2. The quantity of cargo, expressed in the lowest external packaging Unit (e.g., a container containing 10 pallets with 200 packages shall be described as 200 packages).

3. The six-digit Harmonized System Code under which the cargo is classified.

4. Shipper's complete name, address, telephone number, and country code.

5. Complete name, address, telephone number, and country code of the Consignee.

6. Complete name, address, telephone number, and country code of the notify party.

7. Internationally recognized hazardous material/United Nations Dangerous Goods (UNDG) identifier code when such materials are being shipped.

8. Seal numbers for all seals affixed to the container.

**B. Failure to Provide Data; Denial of Permission to Load Cargo:**

1. In the event Carrier fails to provide the required cargo declaration data to Japan Customs for all cargo to be loaded on its vessel within the time period required by the Japan Customs' rules it may be, among other things, assessed criminal and/or civil penalties (including monetary fines), denied permission to unload the cargo for which data was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision by the Shipper of data required by this rule and/or by the rules of Japan Customs, or which is not loaded pursuant to the instructions of Japan Customs (regardless of whether or not the required data has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carriers shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid, or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

**C. Indemnification of Carrier:**

If Carrier is assessed a civil penalty, or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, non-vessel operating common carriers, and their agent(s) that failed to provide the data required by this rule and/or by the rules of Japan Customs in a complete, accurate and timely manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder,

Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

#### D. Submission of Declaration Data Through Carrier

For submission of advance cargo declaration data to the Japan Customs Service for cargo loaded on a vessel at a non-Japanese port and discharged or transhipped at a Japanese port on behalf of shipper, an Advance Manifest Security Charge shall be payable to Carrier for each master bill of lading issued by Carrier. The amount of the charge (AFS) shall be USD 30.00 per bill of lading. In the event that Carrier is required to correct cargo declaration information after declaration submission cut off time as published due to an error or omission on the part of Shipper or its agent, a declaration correction fee (AFA) shall be charged each time a submission is corrected and the fee shall be: USD 40.00 per bill of lading correction.

This correction fee is also applicable to submission of correction for shipments that eventually cancelled. It is also applicable when Carrier is requested to change custom clearance location; regardless such location change will result into declaration correction by Carrier. In the event that correction of submission is concerning the change of container seal number only as a result of inspection by local customs, declaration correction fee does not apply.

The Advance Manifest Security Charge shall be payable on the same basis as ocean freight, either prepaid or collect. At the request of Shipper, Advance Manifest Security Charge can also be prepaid at origin for freight collect shipment. Declaration correction fee shall be prepaid by shipper prior to release of bill of lading or at the written request of consignee, to be paid prior to release of cargo. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

When Advance Manifest Security Charge and Declaration correction fee is prepaid at origin, Shipper shall be allowed to have the option to pay in local currency pursuant to the Payment of Freight rule.

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## **6. CHINA 24 HOUR RULE**

Tariff : 203 - ASU(WB) USA To Asia/Oceania/Indian Sub-Continent/Middle East/Canada  
Rule Number : 002-075  
Rule Title : SUBMISSION OF CARGO DECLARATIONS DATA TO CHINA CUSTOMS(AFS/AFA)  
Effective From : October 15, 2014  
Effective End :  
Amendment Type : A  
Status : Filed  
File Date : September 15, 2014  
**Rule Context : Submission of Cargo Declarations Data to China Customs:**

#### A. Submission of Cargo Declaration Data; Deadline for Same:

Pursuant to the China Advance Filing Rules on Maritime Container Cargo Information, effective June 28, 2014, Carrier is required to submit to Chinese Customs certain cargo declaration data for all cargo on



board a vessel that will discharge at Shanghai and Xiamen ports in China for final destination Shanghai or Xiamen, or for oncarriage to China door points or China CY points, not later than 24 hours before departure of the vessel from the port of loading.

Cargo that is out of scope and not subject to these rules is as follows:

Cargo discharged at all other ports in China.

Cargo transshipped via Shanghai and Xiamen to other base ports in China as defined in Rule 1-Scope.

Cargo discharged at Shanghai or Xiamen for transshipment to another country.

Cargo with final destination Hong Kong and Macao.

FROB (freight remaining on board over a Chinese port).

In order to enable Carrier to comply with this requirement, any person tendering cargo to Carrier, where the discharge port is in China or where cargo remains on board for transit to a non-Chinese port, must submit the following data regarding such cargo to Carrier in writing (including by electronic transmission) not later than 48 hours prior to loading:

1. A precise description of the cargo.

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

2. Total gross weight of the cargo.

3. Total number of packages and type of packages, expressed in the lowest external packaging Unit (e.g., a container containing 10 pallets with 200 packages shall be described as 200 packages).

4. Container number, size/type.

5. Seal numbers for all seals affixed to the container.

6. Internationally recognized hazardous material/United Nations Dangerous Goods (UNDG) identifier code when such materials are being shipped.

7. The six-digit Harmonized System Code under which the cargo is classified.

8. Shipper's complete name, address, telephone number, and country code.

9. Complete name, address, telephone number, and country code of the Consignee.

10. Complete name, address, telephone number, and country code of the notify party.

11. Exact place of delivery (UN/LOCODE).

B. Failure to Provide Data; Denial of Permission to Load Cargo:

1. In the event Carrier fails to provide the required cargo declaration data to China Customs for all cargo to be loaded on its vessel within the time period required by the China Customs' rules it may be, among other things, assessed criminal and/or civil penalties (including monetary fines), denied permission to unload the cargo for which data was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision by the Shipper of data required by this rule and/or by the rules of China Customs, or which is not loaded pursuant to the instructions of China Customs (regardless of whether or not the required data has been provided for such cargo), including but not limited to inspection, storage and/or

re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid, or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

#### C. Indemnification of Carrier:

If Carrier is assessed a civil penalty, or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, non-vessel operating common carriers, and their agent(s) that failed to provide the data required by this rule and/or by the rules of China Customs in a complete, accurate and timely manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

#### D. Submission of Declaration Data Through Carrier

For submission of advance cargo declaration data to the China Customs Service for all cargo, an Advance Manifest Security Charge shall be payable to Carrier for each master bill of lading issued by Carrier. The amount of the charge (AFS) shall be USD 30.00 per bill of lading. In the event that Carrier is required to correct cargo declaration information after declaration submission cut off time as published due to an error or omission on the part of Shipper or its agent, a declaration correction fee (AFA) shall be charged each time a submission is corrected and the fee shall be: USD 40.00 per bill of lading correction.

This correction fee is also applicable to submission of correction for shipments that are eventually cancelled. It is also applicable when Carrier is requested to change custom clearance location; regardless such location change will result into declaration correction by Carrier. In the event that correction of submission is concerning the change of container seal number only as a result of inspection by local customs, declaration correction fee does not apply.

The Advance Manifest Security Charge shall be payable on the same basis as ocean freight, either prepaid or collect. At the request of Shipper, Advance Manifest Security Charge can also be prepaid at origin for freight collect shipment. Declaration correction fee shall be prepaid by shipper prior to release of bill of lading or at the written request of consignee, to be paid prior to release of cargo. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

When Advance Manifest Security Charge and Declaration correction fee is prepaid at origin, Shipper shall be allowed to have the option to pay in local currency pursuant to the Payment of Freight rule.

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## **7. EUROPE 24 HOUR RULE**

Tariff : 102 - EUA(EB) USA To Europe

Rule Number : 002-021

Rule Title : ENTRY SUMMARY DECLARATION SURCHARGE (ENS, ENA)

Effective From : July 31, 2012

Effective End :

Amendment Type : C

Status : Filed

File Date : July 31, 2012

**Rule Context : A. Submission of Cargo Declaration Data; Deadline for Same:**

The European Union (EU) has promulgated new advance cargo security rules effective January 1, 2011. The European Union 24 Hour Rule requires that the ocean carrier submit with the first entry port customs authority in the EU an Entry Summary Declaration (ENS) for all shipments that will be carried on a vessel that will call one or more ports in the EU. The EU rules require that the ENS must be filed no later than 24 hours before commencement of vessel loading in each foreign (i.e. non-EU) port on the vessel schedule.

An ENS is required for shipments:

- . Imported into the EU
- . Discharged in an EU port for transit by rail or truck to a non-EU destination
- . Transshipped in an EU port for loading on to another vessel for carriage to a non-EU destination
- . Remaining on board the vessel (FROB) during ports of call in the EU with a destination outside the EU.

The data elements needed for inclusion in the ENS are:

- . Consignor (EORI number where available)
- . Consignee (EORI number where available)
- . Notify Party (mandatory for To Order B/L)
- . Cargo description: 4 digit HS code, but 6 digit HS Code is recommended
- . Code for the type of packages
- . Number of packages
- . Shipping marks for packaged goods (not necessary for containerized goods)
- . Container number
- . Seal number
- . Gross mass (in kilograms)
- . UN code for dangerous goods
- . Transport charges method of payment code (e.g. payment in cash, payment by credit card, payment by check, electronic credit transfer, account holder with carrier, not pre-paid).

B. Failure to Provide Information; Denial of Permission to Load Cargo:

1. In the event Carrier fails to provide the required inbound cargo declaration data to the EU Customs Authority for all cargo to be loaded on its vessel within the required time period, it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received the data required by paragraph A of this rule by the deadline specified therein;

2. Any and all costs and/or expenses incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the EU Customs Authority (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

C. Indemnification of Carrier:

If Carrier is imposed punishments, including but not limited to a civil penalty or denial of permission to unload cargo, any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this rule and/or by the regulations of the EU Customs Authority in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs and/or expenses incurred by the Carrier as a result of the denial of permission to unload cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

D. Entry Summary Declaration Surcharge (ENS, ENA):

1.1 For the processing and ongoing monitoring of relevant cargo manifest data which must be provided to EU Customs Authority for cargo loaded on a vessel at a US port, Entry Summary Declaration Surcharge (ENS) of USD 25 per bill of lading applies to all cargo moving under tariffs and service contracts. ENS should be prepaid or collect together with the ocean freight. 1.2 In the event that Carrier is required to correct cargo declaration information previously submitted to the EU Customs Authority due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier Entry Summary Declaration Manifest Amendment Fee (ENA) of \$40.00 per Bill of Lading for each submission that must be corrected to the EU Customs Authority.

E. The Entry Summary Declaration Surcharge (ENS) and the Entry Summary Declaration Manifest Amendment Fee (ENA) shall be prepaid or collect together with the ocean freight. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

F. This rule shall apply to:

a) 27 members of European Union countries: Austria, Belarus, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, France, Finland, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Luxembourg, Ireland, Malta, Netherland, Poland, Portugal, Romania, Slovakia, Slovenia, Estonia, Spain, Sweden, United Kingdom

b) Other European countries whose cargo must be transshipped via European Union ports:  
Norway, Switzerland, Russia, Iceland, Croatia

c) Countries whose cargo must remain on board the vessel (FROB) during ports of call in the EU with a destination outside the EU: Israel

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