

Sample Worldwide NVOCC - FMC Tariff No. 001 (999999-001)

Rule Detail

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| Rule Number: | 35 |
| Rule Title: | NEGOTIATED RATE ARRANGEMENTS (NRA) |
| Effective: | 29Apr2011 |
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| Expires: | |
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| Amend Type | C |

1. Carrier may, in lieu of publishing a tariff rate, enter into a Negotiated Rate Arrangement ("NRA") with any NRA Shipper. The NRA shall contain the following elements:
 - (a) be in writing;
 - (b) contain the legal name and address of the parties and any affiliates; and contain the names, title and addresses of the representatives of the parties agreeing to the NRA;
 - (c) be agreed to by both NRA shipper and NVOCC, prior to the date on which the cargo is received by the common carrier or its agent (including originating carriers in the case of through transportation);
 - (d) clearly specify the rate and the shipment or shipments to which such rate will apply; and
 - (e) may not be modified after the time the initial shipment is received by the carrier or its agent (including originating carriers in the case of through transportation).
2. Carrier will assign each NRA a unique NRA number. Every bill of lading which is issued by Carrier to which an NRA does apply, shall state on the front thereof: "This bill of lading shall be rated in accordance with NRA No. _____ entered into between Shipper and Carrier."
3. Carrier shall maintain records of each NRA in accordance with FMC Regulations, 46 CFR 532.7.
4. Carrier's governing rules tariff is provided to shippers at www.dpiusa.com in compliance with FMC Regulations as provided in 46 CFR 532.7.
5. An NRA shall always take precedence over a tariff rate for the same commodity.
6. All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and assessorials as published in Carrier's governing tariff rules. The surcharges and assessorials that will be applied to each NRA are those that are in effect as of the date the first shipment under each NRA is received by Carrier, and such surcharges and assessorials shall remain fixed at that level for the period the NRA is in effect.
7. NRAs proposed by or entered into by Carrier with an NRA Shipper shall contain a confidentiality clause that reads as follows:
The NRA shipper and Carrier agree that the shipper's identity, the rates, charges, terms and conditions offered and/or agreed in an NRA shall be kept confidential from any other shipper or carrier. Any breach of this confidentiality agreement may give rise to a cause of action for actual damages proven to result from such breach of confidentiality.

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