



Attention Valued Customers

Please be advised of the Advance Manifest Security Charge and Declaration Correction Fees that are effective January 6, 2011 as described in the Tariff Rules Listing below.

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KAWASAKI KISEN KAISHA, LTD. - TARIFF # 137 Date: 07JAN2011

TARIFF EASTBOUND EUROPEAN FREIGHT TARIFF, FMC NO. 137

RULE# CYC# APP TITLE

002-49 23 Y European Union 24 hours Advanced Customs Manifest Regulation
Filed on: 04JAN2011 Effective: 06JAN2011 Thru: Expire:

RULE TEXT

The EU 24 hours Advanced Customs Manifest Regulation requires Carrier to submit advance cargo declaration data to EU Customs on behalf of Shipper for cargo loaded on a vessel bound for EU direct port discharge.

Shipper is therefore required and fully responsible to be in compliance with the regulation relating to presentation of complete and accurate shipping instructions to Carrier for data submission.

Shipping instructions must be received by Carrier prior to the documentation cut-off date/time for the applicable vessel.

An Advance Manifest Security Charge of US\$25 per Bill of Lading will be assessed in addition to applicable origin Doc fee(s) by Carrier for providing this advance cargo declaration service to Shipper.

If a customer requests a revision to the bill of lading (SWB or OBL) after the forth calendar day following vessel Departure from the intended POL, a declaration correction fee of US\$50 per bill of lading correction shall be charged each time a submission is corrected. The fee is applicable regardless of whether the bill of lading has physically been issued to the customer. This fee also applies to changes in b/l type. The revision fee is to be prepaid by the shipper unless otherwise agreed to by the consignee. This charge does not apply to corrections due to carrier error or convenience.

This revision fee is also applicable to submission of correction for shipments that eventually are cancelled.

The Advance Manifest Security Charge shall be payable on a prepaid basis.

Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill."

In the event of failure to comply with the above obligations, the Shipper shall be liable to the Carrier for, and shall hold the carrier harmless from any loss, damage, delay, expense, charges, fines, penalties, or liability incurred by or levied upon the Carrier or the goods, including but not limited to demurrage and roll-over, storage charges, as a result of the non-compliance.

In addition to all costs incurred by Carrier, Shipper shall pre-pay an administrative charge of USD \$200 per Bill of Lading on all cases when the Shipper/Forwarder fails to present the required documents (in fully complete and accurate form) to Carrier prior to documentation cut-off date/time, and the Carrier has to withhold cargo on dock from loading to the scheduled vessel. The actual costs associated with the change in vessel / voyage will also be applied.

***** End of Report *****