

Tariff Title Page

RAPID KC LLC.

Between (US and World), FMC Org. No. 034913

FROM: TARIFF ORIGIN SCOPE

TO: TARIFF DESTINATION SCOPE

Issue: September 17, 2025 Effective: September 17, 2025

NRA GOVERNING RULES TARIFF NAMING RULES AND REGULATIONS
ON CARGO MOVING IN CONTAINERS AND BREAKBULK

**NVOCC NON-VESSEL OPERATING COMMON CARRIER
RULES TARIFF FMC-002**

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

For details of rates, please contact:

1. NVOCC Non-Vessel Operating Common Carrier

Naming Rules and Regulations between US Ports & Points and Worldwide Ports & Points.

A. Carrier has opted to be exempt from tariff publication requirements per 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements (NRA's) effective April 18, 2011.

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 or 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.rapidkc.us containing the terms and conditions governing the charges, classifications, rules, regulations, and practices of the carrier.

D. The shipper is considered to have agreed to the terms of the NRA if the shipper:

- (1) Provides the NVOCC with a signed agreement;
- (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or
- (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."**

E. 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. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes acceptance by Shipper to this offer, and the terms of the NRA shall bind the parties.

F. 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. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.

G. The writings provided in Carrier's Quotations, Booking Confirmations, Shipper's Letters of Instructions and e-mail exchanges between the Carrier and the shipper cumulatively contain offer(s) by Carrier pursuant to an FMC NRA exemption per 46CFR§532.6. If the terms and conditions contained in the aforementioned documents do not reflect Shipper's understanding, Shipper must notify Carrier immediately.

H. The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein or a specific date as may be agreed to by the parties. All applicable origin, destination local terminal and/or port charges, GRI increases or other rates increased by the ocean carriers after the effective date of the NRA, unless otherwise specified in the NRA or as may be included as a charge in Carrier's rules tariff, shall apply to all NRAs and should be considered as a pass-through provision. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation) NRAs can otherwise be amended by the parties in writing or by acceptance of the amendment by booking the cargo.

2. Scope:

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

A. 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.

B. Interchange Ports: United States Atlantic, Gulf, Pacific and Great Lakes Ports.

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

D. 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 ports in the United States, on the other hand.

3. NRA's and Charges

A. NRA's apply from the time of booking. If there are any changes a new NRA will be Issued.

B. Except as otherwise provided, NRA's do not include Marine Insurance or Consular Fees.

C. For outbound cargo, the description of commodities must be consistent across all copies of the Bill of Lading and must match the validated United States Customs and Border Protection Declaration or the Electronic Export Information (EEI) submitted for the shipment. The carrier will verify that the description on the Bill of Lading aligns with the validated U.S. Customs Declaration, Customs Entry, or EEI, including the appropriate Schedule B number.

D. Force Majeure Clause:

Carrier, Service Provider, and their respective servants or agents shall not be liable for any failure or delay in the performance of their obligations arising from circumstances beyond their reasonable control. Such circumstances include, but are not limited to:

- Infrastructure limitations or geographical, social, or political challenges in the countries traversed;
- Strikes, lockouts, labor disputes, or industrial actions of any kind;
- Civil unrest, riots, war (declared or undeclared), rebellion, armed conflict, terrorism, or threats thereof;
- Nuclear incidents, radiation exposure, or hazardous substances;
- Pandemics, epidemics, quarantines, or any public health emergencies;
- Acts of God, including fire, explosion, storms, floods, ice, snow, earthquakes, volcanic eruptions, tidal waves, or other natural disasters;
- Governmental sanctions, embargoes, blockades, prohibitions, or other acts of state;
- Port congestion, detainment, arrest, or other legal restraints;
- Collisions, groundings, sinkings, or other maritime incidents;
- Shortages of components, raw materials, utilities, telecommunications, or essential facilities;
- Economic infeasibility of continuing operations;
- Insolvency, bankruptcy, or cessation of trade by Service Providers or third parties;
- Failures or breakdowns in transportation networks or infrastructure.

In any such event, performance shall be suspended for the duration of the delay without liability, and the parties shall make reasonable efforts to resume performance as soon as practicable.

E. Inland Transportation Clause:

At the Shipper's request, the Ocean Carrier will arrange for the movement of cargo to or from inland points using Overland Carriers. Selection of Overland

Carriers will be based on service availability and will not be limited to any preferred carriers, unless the Ocean Carrier determines that specific carrier selection is necessary to ensure the safe and efficient transport of the cargo.

F. Mode and Timing of Transport:

The Carrier shall not be obligated to transport the goods using any specific type of container, or by any particular vessel, train, motor, or air carrier, nor to deliver the goods in time for any specific market. Transportation shall be carried out with reasonable dispatch, and the selection of equipment and mode of transport shall be at the Carrier's discretion. Water Carriers, Railways, Motor or Air Carrier used for all or any portion of the transportation of goods shall be within the sole discretion of the Carrier.

G. Port Charges and Governmental Fees:

All tollage, wharfage, handling, and other charges or surcharges assessed against the cargo at the ports of loading or discharge shall be for the account of the cargo. Charges incurred at the port of lading in connection with the storage, handling, or receipt of cargo prior to loading onto the vessel shall likewise be the responsibility of the cargo. If any such charges are assessed against the vessel, the Carrier shall be entitled to recover the full amount from the Shipper. Additionally, any fees, duties, taxes, or other charges imposed on the cargo by governmental authorities shall be for the account of the cargo.

4. Bill(s) Of Lading:

1. Bill of Lading This Bill of Lading and its associated terms are issued or intended to be issued by the Carrier on behalf of the Merchant.

Carrier: The company named as the Carrier on the reverse side of this Bill of Lading, as signed by the Carrier or its agents. This designation does not define or limit the Carrier's legal status or capacity.

CFU (Customary Freight Unit): As defined under the Carriage of Goods by Sea Act (COGSA), the customary freight unit applies to goods not shipped in packages and includes individual shipping units.

Charges: Any amounts due relating to or directly/indirectly connected with the Goods or Services, excluding Freight. Charges include, but are not limited to:

- Currency Adjustment Factor (CAF)

- Bunker Adjustment Factor (BAF)
- SurchargesInsurance fees
- Charges for amending the Bill of Lading
- Handling, storage, demurrage, or detention fees
- Inspection costs
- Additional freight for special containers or services
- Return freight
- Expenses from sale or disposal of the Goods
- Any other related costs arising in connection with the Goods or Services

COGSA: The United States Carriage of Goods by Sea Act, enacted on April 16, 1936, and as amended thereafter.

Container: Any receptacle or transport unit used for consolidation or transport of Goods, including (but not limited to): containers, trailers, semi-trailers, swap bodies, tank containers, lift vans, flats, pallets, and any attached or incorporated equipment.

Defences: All rights, defenses, immunities, exclusions, exemptions, and liability limitations available to the Carrier under applicable law or this Bill of Lading. This includes (but is not limited to) the Law & Jurisdiction Clause.

Force Majeure: Events beyond the reasonable control of the Carrier or any Service Provider (including their servants or agents) that prevent or hinder performance of obligations. These may include, but are not limited to:

- Infrastructure limitations; political, social, or geographic instability
- Strikes, lockouts, labor disruptions
- Civil unrest, war (declared or not), rebellion, terrorism, or violence
- Nuclear incidents or exposure

- Acts of God (e.g., fire, explosion, storm, flood, earthquake, epidemic, quarantine)
- Economic infeasibility of service continuation
- Sanctions, embargoes, blockades
- Port or network congestion
- Vessel incidents (e.g., arrest, collision, grounding, or sinking)
- Shortages in materials, power, or telecommunications
- Cessation of trade, insolvency, or bankruptcy of Service Providers
- Governmental or regulatory restrictions

Freight: The charges associated with ocean and inland carriage as booked, excluding other Charges as defined above.

Goods: Any movable property, in whole or in part, supplied by or on behalf of the Merchant, including Containers not provided by the Carrier.

Hague Rules: The provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading, signed in Brussels on August 25, 1924.

Hague-Visby Rules: The Hague Rules as amended by the Brussels Protocol of February 23, 1968, and any subsequent amendments.

Livestock: Any Goods that are living creatures or organisms.

Merchant: Includes the shipper, consignee, receiver, holder of the Bill, owner of the Goods or this Bill, or any party with a present or future interest in the Goods or acting on behalf of any such person.

Package (for Limitation Purposes)

- (i) A Container, if the Goods are shipped in one
- (ii) If a Container is not considered a Package, then any skid, pallet, flat, or consolidation device used
- (iii) Where no consolidation device is used, any box, drum, carton, or similar packaging
- (iv) These definitions override any conflicting description elsewhere in the Bill and do not apply to bulk shipments

Person(s): Any individual or entity in any capacity, including corporations, partnerships, joint ventures, trusts, associations, government authorities, and their agents or servants.

Port Area: The time and location within a port following delivery by inland carrier and before loading onto a vessel, or after discharge from a vessel and before redelivery to inland transport. Includes yards, freight stations, and handling/storage within the port.

Port-to-Port Shipment: Where only the port of loading and port of discharge are identified on the Bill, and no place of receipt or final destination is stated.

Service Provider(s):

Any party (excluding the Carrier) engaged in the performance of Services, including:

- Vessel owners, charterers, operators
- Terminal operators, stevedores
- Road, rail, or inland transport providers
- Warehousing and groupage operators
- Contractors, subcontractors, bailees
- Servants and agents of the above
- Government authorities are excluded from this definition.

Services: All services or operations of any nature and by any mode related to the Goods, including transport, handling, warehousing, and agency work—whether performed by the Carrier or a Service Provider, whether paid or gratuitous.

Special Drawing Rights (SDRs): As defined by the International Monetary Fund (IMF), and used for liability limitation purposes under applicable conventions.

Stuffed: The actions of filling, consolidating, packing, loading, stowing, or securing Goods into a Container.

Through Transport: Transport that involves services extending beyond a Port-to-Port Shipment, including inland carriage before or after ocean transit.

Vessel: Any waterborne craft used in the provision of Services, including ocean vessels, feeder ships, barges, inland vessels, and substitute vessels, whether or not named in the Bill.

2. CARRIER'S TARIFF

The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3. WARRANTY OF AUTHORITY

Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services

4. NON-NEGOTIABILITY OF BILL OF LADING

Negotiability of the Bill of Lading:

This Bill of Lading is non-negotiable, unless it is expressly made out "to order" or "to bearer", in which case it shall be considered negotiable and shall constitute title to the Goods. The lawful holder of a negotiable Bill is entitled to receive and/or transfer the Goods described herein.

Unless the Merchant specifically requests otherwise—and such request is accepted in writing by the Carrier—this Bill shall be deemed non-negotiable when:

- It is consigned directly to a named or nominated party on the reverse side; or
- It is marked as an "Express" Bill of Lading.

In such cases, delivery may be made to the named or nominated consignee upon providing reasonable proof of identity, without the need to present the original Bill of Lading. The Merchant agrees that such delivery shall constitute full and proper delivery under the terms of this Bill.

5. RIGHTS, IMMUNITIES, AND LIMITATIONS OF LIABILITY FOR CARRIER AND OTHER PARTIES

5.1 Subcontracting Rights

The Carrier shall have the right to subcontract the whole or any part of the Services to any Service Provider on any terms it deems appropriate.

5.2 Protections for Third Parties

The Merchant expressly warrants and agrees that:

- (i) All servants, agents, and Service Providers engaged by or on behalf of the Carrier in connection with the Services shall be entitled to the same defences, immunities, and limitations of liability as are available to the Carrier under this Bill of Lading, in consideration of their involvement;
- (ii) Under no circumstances shall any person or entity falling within the scope of this Clause 5 incur any liability, howsoever arising, greater than that of the Carrier, and then only to the Carrier—not to any other party.

5.3 Applicability of Defences

The defences, immunities, and limitations provided in this Bill of Lading shall apply to any claim or legal action brought against any party covered under this Clause 5, regardless of whether such action is based in contract, tort, indemnity, contribution, or any other legal theory.

6. CARRIER'S RESPONSIBILITY

6.1

(i) The Merchant acknowledges and agrees that the Carrier is a non-vessel operating common carrier (NVOCC). The Carrier does not own, operate, charter, or lease any vessels or other modes of transportation, nor does it directly engage in the handling or storage of Goods. Acting as the Merchant's agent, the Carrier may, at its sole discretion, procure contracts with third-party Service Providers or, where necessary, with government authorities, to perform part or all of the Services. The Carrier shall not be liable for the acts or omissions of such parties.

The Merchant agrees to be bound by, and the Carrier shall be entitled to rely on, any defences, immunities, limitations, or terms set out in the tariffs, bills of lading, or other contractual terms under which such Service Providers or authorities perform their services.

(ii) Copies of the relevant contracts, tariffs, or bills of lading issued by Service Providers or government authorities are available upon request.

(iii) Where the Hague Rules, Hague-Visby Rules, or United States Carriage of Goods by Sea Act (COGSA) apply compulsorily, the Carrier's liability for loss or damage to the Goods is limited as follows:

- Under COGSA: USD \$500 per package or customary freight unit (CFU);
- Under the Hague-Visby Rules: 666.67 Special Drawing Rights (SDRs) per package or 2 SDRs per kilogram of gross weight of the Goods, whichever is greater;
- Under the Hague Rules, as compulsorily applicable.

Outside of these regimes, alternative limitations as provided under this Bill of Lading shall apply. Notwithstanding the above, the Merchant may elect for increased liability coverage by declaring the value of the Goods in accordance with Clause 8.3.

(iv) The Merchant's attention is specifically drawn to the limitations and exclusions of liability set out in this Bill of Lading, including but not limited to those contained in Clauses 6, 7, 7.4, 8, and 10.

6.2 Port to Port Shipments

6.2.1 Shipments To or From the United States

For shipments involving carriage to or from the United States, this Bill of Lading is subject to the United States Carriage of Goods by Sea Act (COGSA). The terms of COGSA are incorporated herein and shall apply throughout the entire sea carriage and during any period the Goods are in the actual custody of the Carrier or a Service Provider, including time spent in the Port Area, both prior to loading onto and after discharge from the Vessel.

6.2.2 Shipments Not Involving the United States

For all other shipments not involving the United States:

(i) This Bill of Lading is subject to any national law that compulsorily applies the provisions of the Hague Rules or Hague-Visby Rules.

(ii) During periods when the Goods are in the Port Area, and where the Hague or Hague-Visby Rules are not compulsorily applicable, the Merchant appoints the Carrier as its agent to enter into contracts on the Merchant's behalf with any third party, including Service Providers, for the performance of Services on any terms whatsoever, including terms less favorable than those set out in this Bill of Lading. Copies of such terms are available upon request.

(iii)

- (a) The Carrier shall not be liable for any loss, damage, delay, misdelivery, or non-delivery of the Goods occurring before loading or after discharge while the Goods are in the Port Area, unless the Goods are in the actual possession of the Carrier.
- (b) If this clause or any part of it is deemed inapplicable or unenforceable, then Clause 7.4 shall apply.

6.2.3 Extension of Applicable Regimes

Subject to any compulsory law, the provisions of the Hague Rules, Hague-Visby Rules, or COGSA (as applicable) shall also extend to:

- Lighterage services
- Any waterborne carriage
- Coastal traffic
- Inland waterways

References to “carriage by sea” under these legal regimes shall be deemed to include inland waterway transport where relevant.

6.2.4 Legal Defenses and Rights

Nothing in this Bill shall operate to deprive the Carrier of any rights, defenses, immunities, or limitations of liability to which it is entitled under any applicable law or regulation, including but not limited to:

- Chapter 305 of Title 46 of the United States Code (and any amendments)
- The London Limitation Convention 1976
- Any other international or national law or convention that permits shipowners or charterers to limit liability based on vessel tonnage or value
- Any defenses or rights available to Service Providers under applicable law

6.3 Through Transport

6.3.1 The Carrier’s liability for Port to Port shipments and Port Area responsibilities under Through Transport shall be governed by the provisions set forth in Clause 6.2.

6.3.2 In the event that Clause 6.1(i) does not apply to any part of the Services, and subject to Clause 8.3, the Merchant acknowledges and agrees that the Carrier’s liability shall be determined according to the following hierarchy, applying the option that imposes the least liability on the Carrier:

- (i) The contracts, tariffs, or bills of lading of any responsible Service Provider (with Clause 6.1(ii) also applying); or

- (ii) For shipments to or from the United States, liability shall be determined in accordance with the standards and defenses under COGSA; or
- (iii) The monetary liability limits as set forth in Clause 7.4 herein; and
- (iv) Where a Service Provider's lower monetary limitation applies, the Carrier is entitled to rely on and enforce such limitation and shall not, under any circumstances, be liable beyond what it can recover from the Service Provider engaged in performing any part of the Services.

6.3.3 Subject to any mandatory legislation to the contrary and without limiting any other provisions of this Bill, if the location where the loss or damage occurred cannot be established, the Carrier's monetary liability shall be determined in accordance with Clause 7.4.

6.3.4 If the location where the loss or damage occurred can be established:

6.3.5 Subject to Clause 7.6, the Carrier's liability shall be governed by the applicable International Convention or compulsory law in force.

6.3.6 Where no International Convention or other compulsory law applies, the Carrier's liability shall be determined in accordance with the terms of this Bill of Lading.

6.3.7 Notice Regarding Opt-Out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport either originates or terminates in the United States and, for any reason, the Carmack Amendment is determined to apply to the Services or this Bill:

- (i) The Carrier shall arrange transportation with U.S. land Service Providers either as exempt carriage under 49 U.S.C. Section 13506, or, if not exempt, as contract carriage under 49 U.S.C. Section 13102(4), in accordance with this Bill.
- (ii) The Merchant expressly waives, to the fullest extent permitted by law (specifically 49 U.S.C. §14101(b)(1) and as amended), all rights and remedies against the Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B, excluding §§ 13703, 13706, 14101, and 14103.

7. GENERAL LIABILITY AND OTHER PROVISIONS

7.1

Where the Carrier's liability arises from causes that are only partially contributory, the Carrier shall only be liable to the extent that its actions or omissions contributed to the loss or damage.

7.2

Subject to any Defenses available to the Carrier:

- 7.2.1 Any agreed liability shall be calculated based on the value of the Goods as determined by any applicable compulsory law; or
- 7.2.2 If no compulsory law applies, the value shall be based on the FOB/FCA value of the Goods at the place and time they were accepted for Carriage; or
- 7.3 If neither 7.2.1 nor 7.2.2 applies, the value shall be determined by the wholesale value of Goods of the same kind and quality at the time and place of shipment.

7.4

Maximum Monetary Liability:

- 7.4(i) Notwithstanding any other provision or limitation herein (except Clause 6.2.1), and subject to:
 - any higher declared value under Clause 8.3,
 - the Hague Rules, COGSA, Hague-Visby Rules, or any other compulsorily applicable laws,
 - Clauses 7.5, 10.9, and 19.3, and
 - any Defenses contained herein,
and without prejudice to the Carrier's agency status, the Carrier's maximum liability is as stated in Clause 7.4(ii).
- 7.4(ii) The Carrier's maximum liability for loss, damage, delay, misdelivery, or any other liability connected directly or indirectly to the Goods or Services (including negligence) shall under no circumstances exceed the lowest of the following amounts:

- (a) US\$500 per Package or Customary Freight Unit (CFU);
- (b) US\$2.00 per kilogram of the gross weight of the affected Goods;
 - (c) The Merchant's actual loss or the declared value of the Goods; or
 - (d) The monetary liability limits of the Service Providers.

7.5

The Carrier shall have no liability for costs arising from the correction of Goods erroneously shipped to an incorrect destination. Should liability arise despite this, it shall be limited to a maximum of US\$2,500.

7.6

- (i) Where international transport conventions or national/international laws are compulsorily applicable, this Bill shall continue to apply.
- (ii) In case of conflict between this Bill and such compulsory laws or conventions, the compulsory provisions shall prevail to the extent of the conflict only.
 - (iii) This Bill shall apply to any gaps, omissions, or silence in those compulsory provisions.

7.7

The Merchant warrants and agrees that conditions such as superficial rust, oxidation, condensation, mold, or similar moisture-related effects are not considered damage but are inherent to certain Goods or transport conditions. Receipt of the Goods by the Carrier or Service Provider in apparent good order and condition does not imply that such conditions were absent at the time of receipt.

8. AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR

8.1 Force Majeure and Other Exclusions

8.1.1 The Carrier shall be relieved from performing its obligations under the Services due to any event of Force Majeure.

8.1.2 Under no circumstances shall the Carrier be liable, directly or indirectly, for any loss or damage caused by:

- (i) Force Majeure events, or
- (ii) Other Exclusions as defined below.

8.1.3 Without limiting any other Defenses or rights available to the Carrier,

“Other Exclusions” means liabilities or obligations arising from or related to:

- (i) Any act, error, omission, instruction, advice, breach of contract or warranty by the Merchant;
- (ii) Wastage in bulk or weight;
- (iii) Delay of any kind;
- (iv) Betterment;
- (v) Loss, damage or delay caused by inherent defects, qualities, vices, or the nature of the Goods;
- (vi) Insufficient packing, marking, or labeling;
- (vii) Abandonment of Goods by the Merchant;
- (viii) Fire, unless caused directly by the Carrier’s fault or privity;
- (ix) Loss, damage or delay while Goods are under the care, custody, or control of any government or authority, including government-owned terminals, warehouses, or during inspections;
- (x) Any liability not resulting from or connected to the Carrier’s negligence.

8.2 Delay and Loss Exclusions

8.2.1 The Carrier does not guarantee that the Goods or related documents will arrive at any particular place or time, nor meet any specific requirements such as contracts, sales, licenses, or market conditions.

8.2.2 Under no circumstances, including negligence, shall the Carrier be liable for any delay, whether direct or indirect.

8.2.3 All liability exclusions in this clause apply to both direct losses arising naturally from a breach and indirect or consequential losses, including but not limited to:

- (i) Loss or reduction in saleability;
- (ii) Loss or delay of profits, sales, income, savings, future business, use, reputation, goodwill, or production;
- (iii) Increased production costs;
- (iv) Any interruption or suspension of business, factory, office, scientific, or other activities;
- (v) Corruption, failure, or stoppage of any process or IT system;

- (vi) Any increase in value due to replacement or betterment;
- (vii) Non-viability of repair costs;
- (viii) Statutory or punitive damages;
- (ix) Fines or penalties;
- (x) Pure economic losses;
- (xi) Any consequential, indirect, incidental, special, or similar losses.

8.2.4 If the Carrier is found liable for delay despite these exclusions, its liability shall be limited to the Freight charged.

8.3 Ad Valorem: Declared Value for Increased Liability

8.3.1

- (i) The Merchant may request a higher liability limit by declaring the value of the Goods in writing and paying additional charges. Such declaration must be agreed to in writing by the Carrier before Services begin. The agreed declared value will replace the standard liability limits for loss or damage.
- (ii) The declared value is prima facie; however, if the actual value at destination is less, the lower value applies.
- (iii) Partial loss or damage will be compensated on a pro rata basis according to the declared value.

8.3.2 The Merchant agrees that ad valorem coverage applies only to liability for loss or damage to the Goods.

8.4 Notification Period and Time Bar (Limitation of Actions)

8.4.1 The Carrier is deemed to have delivered the Goods in the condition stated in this Bill unless written notice specifying the nature of any discrepancy is given:

- (i) At the place of delivery before or upon removal of the Goods by the person taking delivery, or
- (ii) If loss or damage is not apparent, within three consecutive days thereafter.

8.4.2

- (i) The Carrier shall be discharged from all liability arising from the Goods or Services, including claims for indemnity or contribution, unless:
- (ii) A suit is brought and a written notice of claim is provided to the Carrier within one year after delivery or the date the Goods should have been delivered.

8.4.3

- In cases where liability arises from agency services or acts, errors, omissions, or events outside the port-to-port or Port Area period, clause 8.4.2 applies except that the written notice period is reduced as follows:
 - (i) Written notice must be given within nine months from the event date, or
 - (ii) Within any shorter period applicable under clause 6.3, whichever is earlier.

9. MERCHANT'S RESPONSIBILITY

The Merchant agrees and warrants the following:

9.1 All information, declarations, descriptions, and particulars provided by the Merchant regarding the Goods—including but not limited to weight, content, measurements, quantity, quality, condition, marks, numbers, addressing, and value—are accurate and complete. The Merchant shall notify the Carrier in advance of any special conditions that may affect the Goods or Services.

9.2 The Merchant shall provide all necessary documents and information correctly and truthfully completed for the performance of the Services. The Merchant further warrants that all Goods, documents, information, and the Merchant itself comply with all applicable laws, regulations, and requirements. The Carrier is under no obligation to verify the accuracy, legality, or sufficiency of the Goods, documents, or information provided by the Merchant.

9.3 The Merchant shall ensure that all Goods are properly prepared, packed, marked, and labeled to inform all relevant parties. Packaging and marking must be adequate to withstand the normal risks associated with the Services and the nature or method of transport/handling, and comply with all applicable laws, regulations, rules, and best practice standards that promote the security and safety of the Goods, Containers, and Services.

9.4 The Merchant shall bear all costs and expenses arising from the return of Goods, change of destination, transshipment, or changes to the mode of delivery.

9.5 The Merchant shall not tender any Goods that are, or may become, dangerous, hazardous, inflammable, noxious, radioactive, or otherwise damaging to persons or property, without obtaining the Carrier's prior written consent. If such Goods are tendered without written consent, proper packaging, or labeling, or if the Carrier reasonably considers the Goods dangerous or hazardous—whether declared or not—the Carrier shall bear no liability. Such Goods may be destroyed, disposed of, abandoned, or neutralized without compensation to the Merchant, without prejudice to the Carrier's right to Freight, Charges, and indemnity.

9.6 The Merchant shall be liable for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention, or demurrage of any kind to:

- (i) The environment, or any property or Goods (including Containers) belonging to the Carrier, Service Providers, or any third party; or
- (ii) Any person, including injury or death, caused by any act, error, or omission of the Merchant or persons acting on their behalf, whether occurring before, during, or after the Services.

9.7

- 9.7.1 It is the sole responsibility of the Merchant to provide the Verified Gross Mass (VGM) of each Container to the Carrier electronically or by other agreed means before the Carrier's specified deadline (VGM cut-off time). Failure to provide the VGM on time may result in the Carrier refusing to commence or continue Services for that Container.
- 9.7.2 At its discretion, the Carrier may store, re-weigh, or return the Container to the Merchant if the VGM is not provided, and all associated costs shall be borne by the Merchant.

10. PROVISION AND STUFFING OF CONTAINERS

The Merchant warrants and agrees that:

10.1 Without limiting any other rights or remedies, this Bill governs the responsibilities and liabilities of both the Carrier and the Merchant in connection with the supply or use of Containers by or to the Merchant. This applies to Merchant-supplied Containers whether provided, held, or used before, during, or after the Services.

10.2 Unless the Carrier has given prior written consent and any additional freight charges have been paid or agreed upon, the Carrier is under no obligation to provide a Container of any specific type or quality.

10.3 Unless otherwise confirmed in writing by the Merchant and agreed by the Carrier, the Goods are assumed not to be temperature-sensitive and do not require any special Containers, handling, storage, stowage, care, or facilities.

10.4 Goods may be stuffed by the Carrier into or on Containers, and such Goods may be combined with other goods of any nature.

10.5 The Carrier or Service Provider may palletize unpackaged Goods or break down pallets, skids, or similar units, and may stack Goods, pallets, or similar items unless the Carrier has agreed in writing with the Merchant prior to receipt of the Goods that stacking will not occur, and any related charges have been paid.

10.6 If the Container is stuffed by or on behalf of the Merchant, the Carrier shall not be liable for any loss, damage, or delay caused by:

- (i) The method of stuffing;
- (ii) The unsuitability or defective condition of the Goods or their preparation;
- (iii) The unsuitability, defective condition, or incorrect refrigeration, humidity, or ventilation settings of the Container—except where the Container is supplied by the Carrier and such defects or incorrect settings were not apparent to the Merchant upon reasonable inspection before stuffing;
- (iv) Stuffing Goods that are not at the correct temperature for transport; or
- (v) Inadequate, absent, or incorrect information or instructions provided by the Merchant.

10.7

- (i) Containers must be delivered to the Carrier with an intact high-security seal, and photographic proof of the seal number must be provided to the Carrier—unless the Carrier has agreed in writing to apply the seal. If the Merchant fails to seal the Container, the Carrier may return it to the Merchant for resealing or apply a seal at the Merchant's cost.
- (ii) The Carrier accepts no liability for loss or damage to Goods if:
 - (a) Such photographic evidence is absent;
 - (b) Loss or discrepancy in the Merchant's seal is evident before or after the Carrier's custody; or
 - (c) The seal remains intact upon delivery to the consignee.

10.8 Provided the Carrier exercises due diligence to ensure Containers supplied by them are in good working order before release, the Carrier is not liable for any delay, loss, or damage caused directly or indirectly by malfunction or failure of the Container or its temperature, humidity controls, insulation, or any other equipment (including defects, breakdown, or stoppage).

10.9

- (i) The Carrier does not guarantee maintenance of temperature or humidity within refrigerated or special Containers, regardless of whether the Merchant or Carrier sets such controls.
- (ii) The Carrier shall have no liability for refrigerated Goods carried within a temperature range of plus or minus 2.5°C (or Fahrenheit equivalent) from the specified temperature.

10.10 The Carrier is only liable for loss or damage to Merchant-supplied Containers caused by the Carrier's negligence. The Carrier's liability is limited to the market value or reasonable repair cost of the Container at the time of loss or damage, less deductions for betterment and fair wear and tear, or US\$2 per kilo of the Container's tare weight—whichever is less.

10.11 Under no circumstances shall ownership, lien, or any other rights in any Container supplied by or on behalf of the Carrier transfer to the Merchant or any third party.

10.12 Containers supplied by or on behalf of the Carrier must be returned empty, clean, and in accordance with the Carrier's instructions and in the same condition as received. Failure to do so will result in the Merchant being liable for demurrage at the applicable rates, along with any additional costs incurred due to such failure.

11. INSPECTION OF GOODS

The Carrier or any person authorized by the Carrier has the right, but is not obligated, to open and inspect any Container or Package at any time. They may take any action they consider necessary regarding the Goods or Services at their sole discretion. If the Carrier exercises this right, or if an inspection is conducted by order of any government or other authority at any location, the Carrier shall not be liable for any resulting loss, damage, or delay. The Merchant shall be responsible for all charges arising from such inspection.

12. MATTERS AFFECTING PERFORMANCE

12.1 If at any time the Services are, or are likely to be, affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind—including but not limited to the condition of the Goods, late collection or delivery, abandonment, or breach of clause 9 by the Merchant—whether arising from Force Majeure or any other cause, and whether or not the Services have commenced, the Carrier may, at its sole discretion and without prior notice to the Merchant:

12.1.1 Transport the Goods to the port of discharge or place of delivery by an alternative route different from that specified on the reverse side hereof or the usual route for Goods destined for that port or place; or

12.1.2 Suspend the Services (without terminating the contract) and store the Goods either ashore or afloat, making reasonable efforts to complete delivery when possible; or

12.1.3 Abandon the Services and/or reject the Goods, and where feasible, place the Goods or any portion thereof at the Merchant's disposal at any location deemed safe and convenient by the Carrier, at which point the Carrier's responsibility and liability in respect of the Goods and Services shall end.

12.2 Without limiting any other rights or remedies, the Carrier may also choose to continue the Services.

12.3 In all cases, the Merchant shall be responsible for paying all existing Freight & Charges in full, as well as any additional Freight & Charges incurred due to the Carrier exercising any of its rights under this clause 12.

12.4 The Carrier's responsibility for the Goods shall cease upon delivery or other disposition of the Goods in accordance with the orders or directions of any government, authority, or any person acting or purporting to act on behalf of such government or authority.

13. METHODS AND ROUTE OF TRANSPORTATION

13.1 The Carrier may, at any time and without notice to the Merchant—and regardless of any specified ports, routes, or vessels stated on the reverse side of this Bill—exercise the following liberties:

13.1.1 Use any mode or means of transport or storage, without restriction;

13.1.2 Load or carry the Goods on any vessel (whether named or unnamed in this Bill), or by any other means of transportation;

13.1.3 Transfer the Goods at any location from one conveyance or container to another for transshipment, transloading, or continued carriage; or load, unload, or store the Goods at any port or place, and forward them by any method, whether on a scheduled service or not;

13.1.4 Travel at any speed and route, and call at or remain in any order at any port or place, at the Carrier's sole discretion, whether or not it is the nearest, most direct, customary, or scheduled route;

13.1.5 Comply with any orders, directions, or recommendations issued by:

- (i) any government, authority, or any person claiming or appearing to act on their behalf; or
- (ii) any person or Service Provider with contractual authority;

13.1.6 Proceed with or without a pilot, tow or be towed, or undergo dry-docking;

13.1.7 Carry livestock, explosives, hazardous materials, dangerous goods, or any other lawful cargo of any nature.

13.2

(i) The Carrier may exercise any of the above liberties for any reason whatsoever, whether or not directly related to the performance of the Services.

(ii) Any actions taken under clause 13.1, and any resulting delay, shall be deemed to form part of the agreed contractual carriage or Services. Such actions shall not be considered a deviation of any kind or degree.

(iii) The Merchant agrees that the Carrier shall remain entitled to full Freight and Charges and may rely on all available Defenses in connection with such actions.

14. MERCHANT INDEMNITY

Without prejudice to any other indemnity obligations under this Bill, the Merchant agrees to fully indemnify, defend, and hold harmless the Carrier from and against any and all claims, liabilities, losses, damages, costs, expenses, duties, taxes, fines, penalties, imposts, demands, charges, or fees (including reasonable attorneys' fees), of any nature—whether direct or indirect—arising out of or in connection with:

(i) any breach by the Merchant of applicable laws, obligations, contracts, warranties, guarantees, representations, or any provision of this Bill, including (without limitation) any resulting damage, loss, delay, injury, or death to any person, property, or the environment;

(ii) any cause or event for which the Carrier is not liable or responsible under this Bill;

(iii) any claim or liability exceeding the Carrier's legal or contractual liability under the terms of this Bill;

- (iv) any claim arising from or in relation to the carriage or handling of livestock; or
- (v) any act, error, or omission by the Merchant or any person acting on their behalf.

15. DECK CARGO AND LIVESTOCK

15.1

Goods, whether containerized or not, may be stowed and carried either on deck or under deck at the Carrier's discretion and without prior notice to the Merchant. The Carrier is not required to indicate on this Bill of Lading whether any cargo is carried on deck. The Merchant expressly agrees and warrants that the stowage of Goods on deck shall not constitute a deviation of any kind or degree.

Unless otherwise stated in clause 15.2, all Goods—regardless of whether stowed on or under deck—shall be treated as “goods” for the purposes of this Bill, and for the application of the Hague Rules, Hague-Visby Rules, or COGSA, including when such rules are made compulsorily applicable by law. Such Goods shall also participate in general average.

15.2

The following shall be carried entirely at the Merchant's risk and without any responsibility on the part of the Carrier for loss, damage, or delay of any kind, howsoever caused:

- (i) Goods that are not stuffed into or onto Containers (except open-top flats or pallets) and are identified on the face of this Bill as being carried on deck and are in fact so carried;
- (ii) All Livestock, whether carried in Containers or otherwise, and whether stowed on deck or under deck.

This exclusion of liability applies:

- (a) during carriage by sea or inland waterway,
- (b) regardless of whether any loss or damage results from unseaworthiness,
- (c) whether caused by negligence or otherwise, and
- (d) regardless of any other cause whatsoever.

16. NOTIFICATION AND DELIVERY

16.1

Any reference in this Bill of Lading to parties to be notified upon the arrival of the Goods is provided solely for informational purposes. The Carrier accepts no responsibility or liability for failure to provide such notice. A failure to notify shall not release the Merchant from any obligations under this Bill.

16.2

The Merchant must ensure prompt acceptance of delivery of the Goods either:

- (i) upon notification by the Carrier, or
- (ii) in the absence of such notification, immediately upon discharge of the Vessel or at the delivery location stated on the face of this Bill.

16.3

If the Merchant fails to take delivery in accordance with clause 16.2, the Carrier may, without further notice, remove the Goods from the Container or Vessel and place them in storage—ashore, afloat, in the open, or under cover—at the Merchant's sole risk and expense. In such cases, the Goods shall be deemed to have been properly delivered, and the Carrier's liability shall cease entirely.

16.4

The Merchant is specifically reminded of the expiration of free storage time and the applicability of demurrage and other costs as set out in the Carrier's tariff and incorporated herein.

16.5

After the expiration of the free time, the Goods will be stored entirely at the Merchant's risk and expense, including (but not limited to) demurrage and storage fees. If, in the Carrier's reasonable opinion, the Goods are likely to deteriorate, perish, diminish in value, or incur Charges exceeding their market value, the Carrier may—without notice to the Merchant and without prejudice to any other rights or remedies—sell or otherwise dispose of the Goods, publicly or privately, and apply the proceeds toward unpaid Freight and Charges.

17. BOTH-TO-BLAME COLLISION

17.1

In the event that the Vessel collides with another vessel due to the negligence of both vessels—specifically, negligence on the part of the other vessel and any act, omission, or negligence by the Carrier in the navigation or management of the Vessel—and the Merchant recovers compensation or damages from the non-carrying vessel in respect of any loss, damage, or claim related to the Goods or Services, the Merchant agrees to

indemnify and hold harmless the Carrier to the extent that such non-carrying vessel seeks to offset, recoup, or recover that compensation from the Vessel or the Carrier.

17.2

The provisions of Clause 17.1 shall apply equally where fault lies with the owners, operators, or persons in control of any other vessel(s), ship(s), or object(s), whether or not involved in the collision, and whether in addition to or instead of the colliding vessel(s) or object(s).

18. GENERAL AVERAGE

18.1

The Carrier may declare General Average ("GA") at any time and at any place. GA shall be adjusted either in accordance with the latest version of the York-Antwerp Rules or, at the Carrier's sole discretion, as per the terms and conditions of the applicable Service Provider. The Merchant agrees and warrants to promptly provide any required GA security and to contribute, jointly and severally with the Service Provider, to the payment of all sacrifices, losses, or expenses of a GA nature. This includes payment of salvage and any associated charges relating to the Goods.

18.2

In cases where salvage services are rendered by a vessel owned or operated by the Carrier or a Service Provider, salvage shall be paid as if the salvaging vessel were owned by an independent third party. The Merchant shall pay to the Carrier, prior to delivery, any deposit deemed reasonably sufficient by the Carrier or Service Provider to cover the estimated GA contribution, salvage, and any special charges due in respect of the Goods.

18.3

In the event of any accident, peril, damage, or disaster occurring before or after the commencement of the voyage—regardless of cause and even if due to negligence—Merchant and the Goods shall contribute to the payment of any GA sacrifices, losses, or expenses, as well as any salvage or special charges incurred in respect of the Goods, where the Carrier is not otherwise responsible under statute, contract, or applicable law.

18.4

The Carrier shall have no obligation to pursue or collect security or contributions for General Average or salvage from the Merchant.

19. FREIGHT AND CHARGES

19.1

All Freight and Charges are irrevocably earned and fully payable by the Merchant, regardless of whether they are prepaid, collected, or otherwise. They remain non-refundable under all circumstances, including but not limited to loss, damage, or delay of the Goods.

19.2

Freight and Charges are based on the information provided by the Merchant. The Carrier has the right to request and review the commercial invoice, packing list, or true copies thereof, and may inspect, reweigh, remeasure, or revalue the Goods. If the provided particulars are found to be inaccurate, the Merchant shall be liable for the correct Freight and Charges (credit will be applied for any amount already paid) and shall reimburse the Carrier for any costs incurred in verifying the correct information.

19.3

For the purpose of assessing the Carrier's liability, all Freight and Charges—regardless of the method used to calculate them—shall be deemed “lump sum” payments.

19.4

Freight and Charges are to be paid in full, without any deduction, set-off, or counterclaim.

19.5

Any payment made by the Merchant to a third party in respect of sums due to the Carrier shall be deemed payment to that third party in the capacity of the Merchant's agent only. Such payment shall not be considered payment to the Carrier. If that third party fails to remit the funds to the Carrier, the Merchant will be considered in default of its payment obligations.

19.6

If the Merchant fails to pay any Freight or Charges when due, the Merchant shall be liable for all reasonable costs and expenses incurred by the Carrier in recovering such amounts, including attorneys' fees. Additionally, interest shall accrue from the due date at the greater of:

- six percent (6%) per annum, or
- the applicable commercial interest rate in the country where recovery is sought.

20. LIEN

The Carrier shall have both a particular and general lien over all Goods and related documents in its possession, custody, or control for any and all unpaid amounts—whether past or present—owed by the Merchant to the Carrier in connection with the Services, including but not limited to General Average and salvage contributions, regardless of to whom such amounts are due.

The Carrier may, at its sole discretion and without prior notice to the Merchant, retain the Goods or sell them—by public auction or private sale—in whole or in part, in order to satisfy the outstanding amounts and any associated costs.

If the proceeds of such sale, after deducting all costs and expenses incurred in connection with the sale (including, without limitation, attorneys' fees), are insufficient to cover the full amount owed, the Merchant shall remain liable for any shortfall and must pay such balance upon demand.

21. VARIATION OF THE CONTRACT

No amendment, waiver, modification, or deviation from any provision of this Bill shall be valid or binding upon the Carrier unless expressly authorized in writing by a director or officer of the Carrier who holds actual authority to do so.

Any such waiver or consent granted by the Carrier shall apply only to the specific instance and purpose for which it is given and shall not be deemed a continuing waiver or a general modification of the terms of this Bill.

22. PARTIAL INVALIDITY

If any provision of this Bill, in whole or in part, is found to be invalid, illegal, or unenforceable by any court or other authority of competent jurisdiction, such invalidity or unenforceability shall apply only to that specific provision or portion thereof. The remainder of this Bill shall continue in full force and effect, unaffected and enforceable to the fullest extent permitted by law.

23. GOVERNING LAW AND JURISDICTION

The Merchant and Carrier mutually warrant and agree that all disputes arising out of or in connection with this Bill or the Services shall be subject to the following provisions:

23.1 For Services involving shipments to or from the United States:

23.1.1 The rights and obligations of the parties arising directly or indirectly from this Bill, the Services, or their relationship shall be exclusively governed, interpreted, and enforced under United States law, without regard to conflict of law principles.

23.1.2 (i) All disputes, whether contractual, tortious, or otherwise, shall be subject to the exclusive jurisdiction of the U.S. District Court for the Southern District of New York, without application of its conflict of laws rules. (ii) Both parties expressly waive their right to a trial by jury.

23.2 For Services involving shipments to or from locations outside the United States:

23.2.1 English law shall exclusively govern, interpret, and enforce all disputes, rights, and obligations arising from or relating to this Bill, the Services, or the parties' relationship.

23.2.2 All disputes or claims, whether based on contract, tort, or otherwise, shall be subject to the exclusive jurisdiction of the High Court of Justice in London.

23.3 Without limiting the provisions of Clauses 23.1 and 23.2, the Carrier reserves the right, at its sole discretion, to bring claims against the Merchant in any jurisdiction where the Merchant holds assets or is habitually resident, applying the laws of that jurisdiction.

5. SURCHARGES AND ARBITRARIES

Any surcharges imposed by the underlying ocean common carrier shall be payable by the cargo owner and are subject to the terms outlined in the NRA clause.

6. Ad Valorem NRAs

A. The Carrier's liability for the value of shipments at the rates set forth herein shall be governed by the terms and conditions stated in the Carrier's standard Bill of Lading.

B. If the Shipper wishes to declare a value exceeding the limit permitted under the Carrier's standard Bill of Lading, this must be explicitly stated in the Carrier's Bill of Lading covering the shipment. The Carrier will only assume the additional liability upon the Shipper's request and upon payment of an additional charge calculated on the total declared value, which shall be in addition to the applicable freight rates for the commodities shipped as specified herein.

C. For any piece or package with a declared value exceeding the Bill of Lading liability limit of \$500.00, an ad valorem rate of five percent (5%) shall apply to the excess value above this limit. This charge is in addition to the Non-Refundable Amount (NRA).

7. Co-Loading in U.S. Foreign Commerce

Definition:

Co-loading refers to the practice of combining cargo from two or more non-vessel-operating common carriers (NVOCCs) for shipment under the name of one or more of those NVOCCs, which then tender the consolidated cargo to an ocean common carrier.

Extent of Activity:

Rapid KC LLC participates in co-loading agreements on a Shipper-to-Carrier basis, acting as the Carrier and issuing House Bills of Lading to other NVOCCs that tender cargo for consolidation and ocean transportation. Typically, Rapid KC LLC serves as the Master Loader by consolidating cargo received from other NVOCCs.

In cases where Rapid KC LLC acts as the Shipper for any co-loaded shipments, it will inform its shipper-customers by clearly annotating each applicable House Bill of Lading with the identity of any other NVOCC involved in the co-loading process. Rapid KC LLC reserves the right to co-load cargo at its discretion and assumes responsibility for payment of transportation charges to the receiving NVOCC when acting as the tendering NVOCC.

Liability:

Rapid KC LLC's liability to the Shipper is governed by the terms set forth on the House Bill of Lading, regardless of whether the cargo has been co-loaded.

8. Shipper Requests in Foreign Commerce

Shippers may submit requests and complaints to the Carrier in writing via mail, email, courier, facsimile, or telex. Such communications should be sent directly to the Carrier at the address provided in the Tariff Rules. Inquiries can also be sent to operations@rapidkc.us

For the purposes of these Tariff Rules, "Requests and Complaints" refers to any communication that:

- Requests changes to tariff rates, rules, or regulations;
- Objects to rate increases or other tariff charges;
- Protests incorrect billings related to commodity classification, cargo weight or measurement, or any other tariff application errors.

9. Overcharge Claims

A. All claims for freight charge adjustments must be submitted in writing to the Carrier at the address specified in the Tariff Rules within three (3) years from the date the Carrier received the shipment (as per Rule 3). Any costs incurred by the Carrier during the investigation of the claim shall be borne by the party responsible for the error. If no error is found, such costs will be charged to the Claimant.

B. The Carrier will acknowledge receipt of claims for freight rate adjustments within 20 days by providing written notice to the Claimant, outlining all applicable tariff provisions and the Claimant's rights under the Shipping Act of 1984, as amended.

C. Claims for refund of freight overcharges may also be filed as complaints with the Federal Maritime Commission, Washington D.C. 20573, under the Shipping Act of 1984, as amended. Such claims must be filed within three years from the date the Carrier received the shipment (as per Rule 3).

10. Detention & Demurrage:

Rapid KC LLC Detention and demurrage charges are invoiced in accordance with the underlying carrier's tariff (linked below) and may include an administrative fee of \$500, effective as of the current date. Applicable FMC regulations can be found in 89 Fed. Reg. 14,330, accessible via the following hyperlink: [Federal Register :: Demurrage and Detention Billing Requirements](#)

Relevant Carrier Tariffs can be found at:

ACL - <https://www.aclcargo.com/free-time-demurrage/>

ANL - [ANL | Demurrage and Detention Prices](#)

CMA - [CMA CGM | Demurrage and Detention Prices](#)

COSCO - <https://world.lines.coscoshipping.com/na/en/dndp/dndtr/1/5>

CROWLEY - [FREE TIME \(Detention-Demurrage-Storage-Energy\).xlsx](#)

EVERGREEN - [Demurrage/Detention Tariff and Policy](#)

HAPAG - [Detention and Demurrage Tariffs - Hapag-Lloyd](#)

HYUNDAI- [HMM](#)

KING OCEAN- [Demurrage and Detention Rules](#)

MAERSK - [North America Demurrage & Detention New Rates effective March 1st, 2024 | Maersk](#)

ONE- [ONE : Basic Tariff](#)

SEABOARD- [Demurrage & Detention - Seaboard Marine](#)

TURKON- [Demurrage | Turkon Container Transportation & Shipping](#)

YANG MING- [YangMing Marine Transport Corp.](#)

ZIM- [Demurrage & Detention Tariff | ZIM](#)

Any requests related to any demurrage or detention invoice may be submitted to operations@rapidkc.us

Please attach the following documents to your request.

- 1.The bill of lading
- 2.Arrival notice,
- 3.Invoice
- 4.Any supporting evidence.
- 5.Include a detailed explanation of the reason for your request.

Submit your request via email to operations@rapidkc.us with the subject line Demurrage or Detention Request.

For any questions or concerns regarding your request, please contact us at:

- Email: operations@rapidkc.us
- Submission Deadline: Requests must be submitted within 30 calendar days from the invoice issuance date.
- Resolution Period: We will confirm receipt and attempt to resolve your request within 30 calendar days of receiving it.

We certify that the charges on your invoice are consistent with FMC rules and that our performance did not cause or contribute to the underlying charges.

5. Certifications

Every invoice issued by Rapid KC LLC. will include the following statement:

“We certify that the charges on this invoice comply with FMC regulations and that our performance neither caused nor contributed to the underlying charges.”

6. Additional Information Should you need more information please review our Detention and Demurrage policy on our website at: **www.rapidkc.us**

11. Use of Carrier Equipment:

The Carrier does not provide its own equipment. If the Shipper or Consignee requests the use of equipment owned by the underlying Carrier for loading or unloading, any charges incurred for such equipment by the underlying Vessel-Operating Common Carrier shall be the responsibility of the cargo.

12. NVOCC's in Foreign Commerce: Bonds and Agents:

A. BONDING OF NVOCC'S:

1. The Carrier has provided the Federal Maritime Commission with a bond in the amount specified by 46 CFR 515.21 to guarantee its financial responsibility for payment of any judgments resulting from its transportation-related activities, orders for reparations issued under the Shipping Act of 1984 (as amended), or penalties imposed pursuant to the same Act.

2. Bond No. UCSX900Y4132

3. Name of Surety Company that issued the bond: UNITED CASUALTY AND SURETY INSURANCE COMPANY 303 CONGRESS STREET SUITE 502 BOSTON, MA 02210

B. RESIDENT AGENT:

1. If the designated legal agent cannot be served due to death, disability, or unavailability, the Secretary of the Federal Maritime Commission will be considered the Carrier's legal agent for service of process.
2. Administrative process, except subpoenas, may be served on the legal agent by sending a copy of the documents via certified or registered mail with return receipt requested.
3. Agent for Service of Process Address: Not Applicable.

13. Certification of Shipper Status in Foreign Commerce:

A. In compliance with applicable law, each Shipper acting as a Non-Vessel-Operating Common Carrier (NVOCC) must provide the Carrier, prior to tendering any shipment, with a copy of the current list of tariffed and bonded NVOCCs issued by the Federal Maritime Commission (FMC), or other evidence acceptable to both the Carrier and FMC. Any cancellation of the NVOCC's tariff or bond must be promptly reported to the Carrier. Additionally, updated copies of the current tariffed and bonded NVOCC list or equivalent proof of compliance shall be submitted to the Carrier by each NVOCC on a semiannual basis, no later than April 15 and October 15 each year.

B. Should any NVOCC provide false or misleading certification regarding its status or its filing of a tariff and surety bond with the FMC, that NVOCC shall be held liable to the Carrier for any fines, penalties, or damages incurred by the Carrier as a result of transporting cargo in violation of Public Law 98-237.

14. Time/ Volume Rates in Foreign Commerce:

Not applicable.

15. Negotiated Rate Arrangements:

Rapid KC LLC (FMC No. 034913) hereby provides notice of its intent to invoke the FMC's tariff publication /adherence exemption pursuant to 46 CFR Part 520 and 532. Rapid KC LLC. has opted for the exclusive use of Negotiated Rate Arrangements.

Determination and Fixing of Rates

1. General Provisions

The rates applicable to any shipment are established and fixed upon receipt of the first shipment under a Negotiated Rate Arrangement (NRA). These rates and charges are binding and cannot be changed unless the NRA is amended or a new NRA is executed.

2. LCL Cargo Rate Determination

For Less-than-Container Load (LCL) shipments, rates are fixed as of the Cargo Freight Station (CFS) Cut-Off Date. This date is the final day by which cargo must be delivered to the CFS for consolidation, according to the shipping instructions provided by Rapid KC LLC or its authorized representative.

3. FCL Cargo Rate Determination

For Full Container Load (FCL) shipments, rates are fixed as of the Terminal In-Gate Date. This date is when cargo is received at the designated terminal, as specified in the shipping instructions from Rapid KC LLC or its authorized representative.

4. Revalidation and Amendment of NRA Rates

If there is any change to the vessel or voyage initially specified in the NRA, a new NRA quote with updated rates will be issued. These revised rates will be determined in accordance with the terms of this tariff and the new NRA.

5. Pass-Through Charges

Any charges imposed by the ocean carrier without prior notice, including those under 46 C.F.R. § 520.8, will be passed through to the shipper without any markup. The NRA may also cover additional pass-through charges such as demurrage, detention, per diem, and similar fees imposed by carriers or ports.

6. Compliance with FMC Regulations

All terms, rates, and charges must comply with the applicable FMC regulations under 46 C.F.R. Part 532, et seq., and must be agreed upon before Rapid KC LLC or its authorized representatives receive the cargo.

16. Freight Forwarder Compensation:

A. Compensation to Licensed Ocean Freight Forwarders

Unless otherwise specified in the applicable Negotiated Rate Arrangement (NRA), compensation will be paid to a licensed Ocean Freight Forwarder only when:

1. The forwarder is licensed by the Federal Maritime Commission (FMC) and provides written certification confirming the validity of its license.
2. The forwarder has performed the following services:
 - Engaged, booked, secured, reserved, or contracted directly with Rapid KC LLC or its agent for space aboard a vessel, or confirmed the availability of such space.
 - Prepared and processed the Ocean Bill of Lading, dock receipt, or other equivalent documentation related to the shipment.

B. Limitation on Compensation

Rapid KC LLC will not pay compensation more than once for the same shipment for the services described in Paragraph A(1).

C. Additional Certification for NVOCCs

If the forwarder is also licensed as a Non-Vessel-Operating Common Carrier (NVOCC), the certification must additionally state:

“The undersigned certifies that neither it nor any related party has issued a bill of lading or assumed common carrier responsibility as a NVOCC for the ocean transportation of the shipment covered by this bill of lading.”

D. Conflict of Interest

Rapid KC LLC will not knowingly pay compensation on any shipment where the forwarder holds a direct or indirect interest.

E. Compensation Amounts (U.S. Export Shipments Only)

- Full Container Load (FCL): \$200 per TEU for all container types, applicable to all destinations.
- Less-than-Container Load (LCL): 10% of freight from the U.S. to all destinations, except South and Central America where a 5% rate applies.

F. Force Majeure Clause

Neither the Carrier nor the Service Provider, nor their agents or employees, shall be liable for failure or delay in fulfilling obligations due to circumstances beyond their reasonable control. Such events include, but are not limited to:

- Infrastructure challenges or geographic, social, or political difficulties in countries involved.
- Labor disputes including strikes, lockouts, or work stoppages.
- Civil unrest, riots, wars (declared or undeclared), rebellion, armed conflict, terrorism, acts of violence or threats.
- Nuclear incidents, pandemics, natural disasters (fire, explosion, ice, snow, storms, floods, earthquakes, volcanic eruptions, tidal waves, epidemics, quarantines), and severe weather.
- Sanctions, embargoes, blockades, congestion, legal encumbrances, arrest or restraint.
- Vessel collisions, strandings, or sinkings.
- Shortages of raw materials or components, power failures, telecommunication breakdowns, or facility unavailability.
- Economic infeasibility for the Carrier or Service Provider.
- Bankruptcy, liquidation, cessation of trade by Service Providers or related parties.
- Failures in transportation networks or infrastructure.
- Governmental actions or prohibitions that impede performance.

17. Definitions:

DEFINITIONS:

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.

BREAKBULK- Means cargo that is loaded and carried in bulk without mark or count in a loose unpackaged form, having homogeneous characteristics. Bulk containerized cargo tendered by the shipper is subject to mark and count and is, therefore, subject to the requirements of this part.

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 Rapid KC LLC. and/or participating inland carriers.

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.

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

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- stations.

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.

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.

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

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

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

HAZARDOUS MATERIALS - For the purposes of this Rules Tariff, "Hazardous Materials" are defined as substances or materials that the International Maritime Organization (IMO) or any applicable government authority has determined to be capable of posing a risk to health, safety, property, or the environment. This includes, but is not limited to, explosives, flammable gases, flammable liquids, oxidizing substances, poisonous or infectious substances, radioactive material, corrosives, and environmentally hazardous substances. These materials must be declared as hazardous at the time of booking and must comply with all applicable international and national regulations concerning the handling, packaging, labeling, and transporting of hazardous materials.

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 MATERIALS - For the purposes of this Rules Tariff, "Non-Hazardous Materials" refers to substances, goods, or materials that do not meet the criteria for classification as hazardous by the International Maritime Organization (IMO) or any applicable government authority. These materials are deemed safe for transport without the need for special precautions, packaging, or handling procedures that apply to hazardous materials. Non-hazardous materials include but are not limited to general consumer goods, dry bulk commodities, and other goods that do not pose a significant risk of fire, explosion, chemical burn, toxic contamination, or environmental damage under normal conditions of transport.

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 in to 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".

RELATED PERSON - For the purposes of this Rules Tariff, a "Related Person" shall mean any individual, corporation, partnership, association, or other entity that directly or indirectly controls, is controlled by, or is under common control with the Freight Forwarder. This includes, but is not limited to, parent companies, subsidiaries, and affiliates. A Related Person also encompasses any officer, director, or principal of the Freight Forwarder or any entity mentioned above, as well as family members of such

individuals where the family relationship could result in a conflict of interest or an undue influence on the Freight Forwarder's operations as pertains to the services governed by this Tariff.

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.

SOLAS (SAFETY OF LIFE AT SEA) - Safety Of Life At Sea (SOLAS) SOLAS, effective July 2016, requires that the shipper (or a third party under the shipper's responsibility) is required to weigh the packed container or all of its contents, depending on the selected method. The weighing equipment that is used must meet national certification and calibration requirements. The SOLAS amendments demand that the weight verification must be 'signed': a specific person must be named and identified as having verified the accuracy of the weight calculation on behalf of the shipper. A carrier may rely on this signed weight verification as being accurate.

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.

UNITIZED LOAD - means a consolidation of shipping packages secured to pallets when the individual component shipping packages are bonded or otherwise securely held together 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.

*Please contact operations@rapidkc.us with inquiries. *

Publishing Office:
RAPID KC LLC
2405 Grand Blvd. Ste 1210
Kansas City, MO 64108
Phone: 816-832-8013

ALL INFORMATION CONTAINED WITHIN THIS TARIFF IS TRUE AND ACCURATE
AND NO UNLAWFUL ALTERATIONS WILL BE PERMITTED.