



"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." - Apex Logistics International, Inc. - FMC OTI No. 019449NF When used in this document "APEX" means Apex Logistics International | FMC OTI No. 019449NF

#### **Rate Quote Terms and Conditions GENERAL RATES:**

All APEX' customers must agree to comply with all applicable laws, rules, and regulations, including but not limited to customs laws, import and export laws, and governmental regulation of any country to, from, via, or over which the shipment may be carried.

1. Rates effective only after confirmation and subsequent customer acceptance of the rate agreement
2. Rates Are in U.S. Dollars, unless otherwise specified. We reserve the right to revise the prices contained herein for currency fluctuations.
3. Rates are quoted based on tender volumes. In the event that the actual award is less than the quoted tender volume, rates may be subject to revision.
4. Rates are subject to equipment and carrier availability
5. Rates are exclusive of detention, demurrage, disbursement, insurance, storage after free time, customs bond, customs clearance, duties, VAT, taxes, user fees, governmental charges (i.e. fumigation), etc.
6. Rates are valid for general cargo, excluding dangerous goods, perishables, valuables, or oversized cargo, unless otherwise stated in the quote.
7. Rates are subject to any General Rate Increase (GRI), Peak Season Surcharge (PSS), Bunker/Fuel Rate Surcharge, Currency Adjustment Factor, Emergency Surcharge, War Risk Surcharge, Security Rate Surcharge, Shanghai Port Surcharge, Low Sulphur Surcharge (LSS), NY Container Facility Charge, port wharfage, or other charges assessed by the underlying carrier, unless otherwise specified. Unless terms of shipper / APEX contract states otherwise.
8. Ocean Transportation Bunker/Fuel Surcharge is a fluctuating charge based on market conditions and carrier announcements. Bunker is reviewed monthly and may be adjusted with or without notice.
9. Quoted rates apply only for cargo of legal weight and dimensions, which can vary by the local authority.
10. All services are provided by 3<sup>rd</sup> parties. APEX is limited to their movement plan which may change with / without notice.
11. Quoted ocean rates are locked-in once the container has gated-in at origin. If shipment gates-in after the quote expiration date, it will need to be quoted.
12. Duty and taxes are not included in the quotation.
13. All other fees may be found in the APEX FMC filed tariff.
14. The information contained in this agreement will be provided to the Federal Maritime Commission upon request within ten (10) business days of such request.

A description of the shipment records will be maintained under SXCO bill of lading numerically identified. At the request of the Federal Maritime shipment records will available to the Commission for inspection under 46 CFR § 531.12