**Tariff Rule Filing Request**

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| --- | --- |
| **Tariff Number** | **042** |
| **Rule Number** | **7** |
| **Rule Name** | Payment of Freight Charges |
| **Trade** | **TPWB** |
| **Assessorial** |  |
| **Filing Date** | **2021/06/15** |
| **Effective Date** | **2021/07/15** |
| **Status** | **I** |
| **Expiration Date** |  |

**Rule Content**

A. CURRENCY

1. Rates and charges are quoted in U.S. currency and

have been determined with due consideration to the

relationship of U.S. currency to other currencies

involved. In the event of any material change in

this relationship, carrier's reserve the right,

upon publication in conformity with the provisions

of the U.S. Shipping Act, 1984, as amended, to

adjust the rates and charges as required, to remove

the adverse effect.

2. For the purposes of this rule, the term "Freight

Moneys" when used in this rule shall refer to

commodity freight rates and all other charges and

rates set forth in the commodity item or rules of

this tariff. However, the term "Freight Moneys"

shall exclude CY receiving charges and CFS receiving

charges as set forth in Rule 23A of this tariff,

which shall be referred to as "Charges" or "Freight

Charges".

B. Except as otherwise provided herein, freight and

charges may be prepaid, collect or prepaid at

destination, according to the following:

PREPAID AT

PREPAID COLLECT DESTINATION

JAPAN:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no yes

KOREA:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no (Frozen only)

TAIWAN:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no (Frozen only)

HONG KONG:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no (Frozen only)

SINGAPORE:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no no

MALAYSIA:

General Cargo yes yes no

Personal Effects yes no no

Reefer Cargo yes no no

INDONESIA:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no no

THAILAND:

General Cargo yes yes no

Personal Effects yes no no

Reefer Cargo yes no no

PHILIPPINES:

General Cargo yes yes yes

Personal Effects yes no no

Reefer Cargo yes no (Frozen only)

INDIA: (see Note 1)

General Cargo yes no no

Personal Effects yes no no

Reefer Cargo yes no no

PAKISTAN:

General Cargo yes no no

Personal Effects yes no no

Reefer Cargo yes no no

OTHER SOUTH ASIA

All Cargo yes no no

Note 1. Exception: Shipment to India may be freight collect,

except shipment for waste paper, used clothes, used

rag -straight or mixed with new items, household

goods/personal effects. If "Collect", all charges

must be paid to ocean carrier prior to release of

cargo.

Note 2. Shipments to Pakistan has to be fully prepaid or

collect at third country.

C. PAYMENT IN U.S.

Freight monies and charges shall be prepaid in the

United States in United States dollars.

D. METHODS OF PAYMENT

Payments for freight or charges due the carrier must

be payable in legal tender or, by check or bank draft

acceptable by carrier's bank for immediate credit

without charges.

E. PREPAID FREIGHT

When freight monies and charges are prepaid, such

payment shall be made not later than the time of

release of any original Ocean Bill of Lading by the

carrier to the shipper or his duly authorized licensed

Freight forwarder or agent acting in his behalf.

1. Release of Original Bill of Lading on Credit

Ocean Carrier will extend credit to a shipper

designated on the Bill of Lading for freight monies

or charges to be paid at origin:

(a) All Cargo Moving Via Pacific West Coast (USWC,

MLB, IPI (USWC))

Credit period not to exceed sixteen (16) days,

Saturdays, Sundays, and Holidays, inclusive,

after the date of sailing from the respective

port of loading by carrying vessel.

(b) All cargo moving Via Atlantic (USEC, MLB, IPI

(USEC))

Credit period not to exceed twenty-five (25)

days, Saturdays, Sundays, and Holidays,

inclusive, after the date of sailing from the

respective port of loading by carrying vessel.

Ocean Carrier reserves the right to suspend the

privilege of credit for any delinquent account,

thereby placing such account on a cash basis.

2. Period of Credit for Government and Relief Agencies

The period of credit, which can be extended pursuant

to this rule shall not restrict regular procedures

of payment on shipments made by any government or

agency thereof on which such government or agency

is the shipper or consignee, nor or shipments made

by voluntary relief agencies whose names are listed

in this tariff.

3. Shipper's Credit Agreement

The ocean carrier requires a duly executed

Shipper's Credit Agreement to extend the credit

provisions of this tariff rule. It is the

responsibility of carrier to take prompt

measures to collect freight monies and/or charges

unpaid after the period specified in this Rule.

4. Carrier's Due Bill and Shipper's Responsibility for

Payment

When Carrier who releases prepaid bills of lading to

a shipper or his authorized representative, carrier

requires the shipper or his authorized

representative to acknowledge the receipt of the

bill of lading in writing by the execution of a

carrier's due bill. In all cases the shipper

shall be responsible for payment when a bill of

lading is released to the shipper's freight

forwarder or agent acting in his behalf.

5. Bill of Lading for Partial Collect and Prepaid

Shipments

Carrier is permitted to issue Bills of Lading

with a portion of total freight and charges prepaid

and balance of the total freight and charges collect

subject to the other provisions of Rule 7. Carrier

provides this procedure as a service and shall be

held harmless in any disputes that may arise between

shippers and consignees relative to the

apportionment of freight and charges in accordance

with shipper's instructions.

F. FREIGHT COLLECT

All freight and charges which are billed on a freight

collect basis must be paid in full for the complete

originally issued bill of lading quantity prior to

release of cargo and any portion thereof.

Exception: Cargo consigned to Government Agencies may

be released prior to freight prepayment.

When freight and charges are billed collect they may

be paid in U.S. dollars or paid in any currency

acceptable to the carrier provided such currency shall

be unblocked, freely convertible and freely remitable

free of tax into U.S. dollars.

Collect freight and charges may be collect in any

country where carrier maintains an operation, subject

to above freight collect conditions.

Nothing in the application of this Rule is to prevent

the transfer of cargo at destination ports in Korea to

Customs Bonded Warehouses in accordance with Korea

Custom Regulations.

G. PREPAID AT DESTINATION

Prepayment of freight monies and charges at destination

must be made in full for the complete original bill of

lading, quantity prior to the release of any original

ocean bill of lading by the carrier to the shipper or

his duly authorized licensed freight forwarder or his

agent. Carriers may not extend credit on "Prepaid at

Destination" Bill of Lading.

When a shipper or consignee is located in a country

other than origin or destination of the shipment,

carrier will accept prepayment of freight and charges

in such a country where a shipper or consignee is

located, subject to Rule 7.J.

H. SHIPMENTS WITHOUT RELEASED B/L PRIOR TO VESSEL'S

ARRIVAL AT DESTINATION

Shipments on which no release of original ocean Bill of

Lading has been made by the ocean carrier to the

shipper or his agent prior to the vessels arrival at

the Bill of Lading destination port will be held by the

ocean carrier at the Bill of Lading destination port

until all freight monies and charges are paid or the

original ocean Bill of Lading has been released to a

shipper according to credit provisions in Rule No. 7-E

above.

NOTE: Nothing in the application of this rule is to

prevent the transfer of cargo at destination

ports in Korea or customs bonded warehouses in

accordance with Korea customs regulations.

I. DESTINATION CHARGES

Except as otherwise provided, all charges at

destination, except detention charges, must be

collected prior to the release of the cargo. These

charges include Destination Container Service,

Demurrage and Diversion Charge.

Wharfage charges assessed by Korean port authorities

against cargo and paid by the carrier on behalf of the

cargo, shall be paid to the carrier at destination port

prior the release of the cargo. (Convertibility of

the Korean Won for wharfage charges to be based on the

Bank of Korea's standard selling and buying rate as

per Rule 3.

J. CURRENCY CONVERTIBILITY

1. Conversion Provisions:

In addition to United States Dollars, freight monies

and charges may be billed and paid in the following

currencies provided they are freely convertible and

remittable and free of tax and in accordance with

the following provisions:

APPLIES ON

CURRENCY SHIPMENTS TO CONVERSION RATE

Japanese Yen Japan or Korea The Bank of Tokyo's

highest telegraphic

Transfer selling

rate ruling on the

date vessel sails

from last U.S. Port

of Loading.

Korea Won Korea The Citi Bank's

telegraphic transfer

selling rate ruling

on the date Carrier

issue out delivery

order to consignee.

Taiwan Taiwan The rate of selling

Currency as announce at the

(for military close of business by

shipments, The Bank of Taiwan

See Note 1) on the date the

vessel sails from

the last U.S. Port

of Loading.

(See Note 2)

Hong Kong Hong Kong or The Hong Kong and

Dollars Korea Shanghai Banking

corporation's

highest telegraphic

transfer selling

rate on the five

days prior to

vessel's arrival.

NOTE 1: Military shipments destined to Taiwan ports

may be billed and paid according to the rate

of uniformed invoice's issuing date, provided

that Taiwan currency is freely convertible and

remittable.

NOTE 2: When freight and/or charges are paid in NT

(New Taiwan) dollars, 49 NT cents and below

shall be rounded off downward, and 50 NT cents

and above rounded off upwards to the nearest

NT dollar.

APPLIES ON

CURRENCY SHIPMENTS TO CONVERSION RATE

Singapore Singapore Singapore Published

Dollars "The Straits Times"

Standard Chartered

Bank selling rate

on the seven days

(Excluding day of

vessel's arrival,

Saturday, Sunday

and Public Holiday)

prior to vessel's

arrival in

Singapore.

Malaysian Malaysia Malaysia Published

Currency "Business Times"

Interbank rate on

the ten working days

prior to vessel's

arrival.

Indonesian Indonesia The rate of

Currency exchange in effect

on one working day

prior to the first

shipment's arrival.

Thai Currency Thailand The rate of

exchange in effect

on third days prior

to feeder's arrival.

Philippine Philippines When freight and

Peso charges are accepted

in Philippine Peso

in the Philippines,

the rate of exchange

of Philippine Peso

will be based on the

Metropolitan Bank &

Trust Co's highest

telegraphic transfer

selling rate ruling

on one working day

prior to the first

shipment's arrival.

NOTE 1: When freight and charges are accepted in

Philippine Peso in the Philippines, the rate

of exchange of Philippine Peso will be based

on the Philippine National Bank's highest

telegraphic transfer selling rate ruling as

per Rule 3.

2. In the event the currency is not freely convertible

as provided above and remittable free of tax, this

provision will not apply and freight monies and

charges must be prepaid in the United States in

accordance with the prepaid provisions of this

rule.

K. PAYMENT OF FREIGHT

1. Failure to pay Freight Charges when due will result

in revocation of credit privileges.

2. Absolute obligation to collect freight: The carrier

has an absolute obligation at law and under

provisions of the Shipping Act of 1984 to collect

and receive all freight and charges due under the

bill(s) of lading released to shipper, its freight

forwarder or other agent.

3. Remedies are cumulative: The remedies available to

the carrier under this agreement are cumulative and

are in addition to every other remedy in law or

equity. The exercise of any remedy shall not be

construed to be a waiver of the right to exercise

at the same time or thereafter any other remedy.

L. Freight on Perishable Articles, Temperature Controlled

Cargo, Household Goods and Personal Effects must be

prepaid, moreover original Bill of Lading will not be

released prior to collection of the total freight

including all applicable origin charges, unless

otherwise prior consent is given by the carrier.

SHIPPER'S CREDIT AGREEMENT

In consideration of EXTENSION OF CREDIT, THROUGH THE

ISSUANCE AND RELEASE OF PRE-PAID ORIGINAL BILL OF

LADING DIRECTLY TO THE SHIPPER OR SHIPPER DULY

AUTHORIZED FREIGHT FORWARDER OR OTHER AGENTS, FOR

CARGO LOADED UPON A VESSEL THROUGH YANG MING MARINE

TRANSPORT CORP., YML.

THE SHIPPER NAMED BELOW AGREES AND GUARANTEES TO

FOLLOW THE FOLLOWING CONDITIONS:

1. RECEIPTS FOR ALL BILLS OF LADING SO ISSUED AND

RELEASED SHALL BE SIGNED BY THE SHIPPER OR ON THEIR

BEHALF BY THE FREIGHT FORWARDER OR OTHER AGENTS

RECEIVING THEM.

2. IF SHIPPER ENGAGES OR UTILIZES THE SERVICE OF A

FORWARDER, BROKER OR OTHER AGENTS IN CONNECTION WITH

THE PAYMENT OF OCEAN FREIGHT AND/OR OTHER RELATED TO

YML ON SHIPPER'S BEHALF, SHIPPER ACKNOWLEDGE AND

AGREE THAT SUCH PARTY ACTS AS SHIPPER'S AGENT AND

NOT AS THE AGENT OF YML.

3. SHIPPER UNCONDITIONALLY GUARANTEES TO YML PAYMENT OF

OCEAN FREIGHT AND RELATED CHARGES DUE REGARDLESS OF

WHETHER FUNDS FOR PAYMENT HAVE BEEN ADVANCED BY

SHIPPER TO SHIPPER'S FORWARDER, BROKER OR AND OTHER

AGENTS OF SHIPPER FURTHER, SHIPPER REMAINS

ABSOLUTELY RESPONSIBLE AND UNCONDITIONALLY LIABLE

AND GUARANTEE PAYMENT IF SHIPPER'S FORWARDER, BROKER

OR OTHER AGENT FAILS FOR ANY REASON TO MAKE SUCH

PAYMENT TO YML SERVICE.

4. SHIPPER WILL BE ABSOLUTELY AND UNCONDITIONALLY LIABLE

TO YML FOR PAYMENT OF ALL FREIGHT AND CHARGES DUE.

A) "WITHIN 25 CONSECUTIVE CALENDAR DAYS FOR USEC"

B) "WITHIN 16 CONSECUTIVE CALENDAR DAYS FOR USWC"

FROM THE SAILING DATE OF THE CARGO ONTO THE VESSEL

AND UNCONDITIONALLY GUARANTEES THAT YML OR HIS AGENT

WILL BE PAID WITHIN THIS PERIOD.

5. CREDIT PRIVILEGES HEREUNDER WILL BE SUSPENDED FOR ANY

FAILURE TO COMPLY WITH THE CONDITIONS OF THIS

AGREEMENT.

THIS AGREEMENT MAY BE CANCELLED AT THE OPTION OF YML

OR HIS AGENT AT ANY TIME AND NO DAMAGES WILL ACCRUE,

BUT THIS DOES NOT EXTINGUISH ANY EXISTING LIABILITIES

INCURRED BY THE SHIPPER.

6. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE OF

ITS EXECUTION BY YML OR HIS AGENT, AND SHALL CONTINUE

IN EFFECT UNLESS CANCELLED SOONER, HOWEVER, THAT

CANCELLATION SHALL NOT EXTINGUISH ANY EXISTING

LIABILITIES HEREUNDER.

7. NOTHING HEREIN CONTAINED SHALL PRECLUDE YML OR HIS

AGENT FROM EXERCISING ABSOLUTE DISCRETION TO REFUSE

TO EXTEND CREDIT OR ITS RIGHT, WHERE CREDIT HAS BEEN

EXTENDED, TO DEMAND AND COLLECT PAYMENT OF ALL

FREIGHT AND CHARGES PRIOR TO VESSEL'S ARRIVAL AT PORT

OF DISCHARGE.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ 20 \_\_\_\_

Name of shipper

YANG MING MARINE TRANSPORT CORPORATION

Carrier

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address

SOLAR INTERNATIONAL SHIPPING

AGENCY, INC.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(as General Agents of YML) Name & Title of

Authorized Signatory

(please type or print the

above)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Agreement #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPLICABLE FOR KOREA ONLY - APPLICABLE ONLY TO COTTON ONLY

AA. Rate is subject to all tariff rules and conditions

except as otherwise provided below.

BB. Credit for collect freight to be allowed for a period

not to exceed 90 calendar days.

CC. Incheon/Massan Arbitrary not applicable.

DD. When freight monies and charges are billed collect and

paid in Korean Won convertibility of Korean Won is be

based on the bank of Korea's highest telegraphic

transfer selling rate as per Rule 3.

EE. Exception to Rule 1. Rate includes delivery of loaded

containers and return of empty containers by motor

carrier to the following locations of Republic of

Korea (Port-to-Port factor to be obtained by

subtracting division noted below):

Destination Port of Discharge Division

20' 40' US DOLLARS

ASAN BUSAN 318 400

ANYANG BUSAN 255 340

BUPYONG BUSAN 264 352

BUSAN CITY BUSAN 65 87

CHEONAN BUSAN 309 400

CHEONGJU BUSAN 298 398

JEONJU BUSAN 318 400

KUMI BUSAN 224 298

INCHEON CITY BUSAN 264 352

IPSIL BUSAN 140 185

IRI BUSAN 318 400

KWANGJU BUSAN 279 372

KYUNGJU BUSAN 145 193

KYUNGSAN BUSAN 205 271

MASAN BUSAN 116 154

SEOUL CITY BUSAN 255 340

SUWON BUSAN 255 340

TAEGU BUSAN 205 271

YAEJON BUSAN 284 377

YANGSAN BUSAN 74 99

YEASAN BUSAN 330 400

YONGIN BUSAN 255 340

KOREA COTTON CONSIGNEE'S CREDIT AGREEMENT

Applicable only to Cotton

In consideration of extension of credit to us through the

release of cargo of raw cotton loaded at Atlantic and Gulf

Ports under collect Bills of Lading:

1. We will be absolutely and unconditionally responsible to

the carrier for payment of all freight and charges due

within ninety (90) calendar days inclusive of Saturdays,

Sundays, and legal holidays, after the vessel at the

respective port of discharge, and in guarantee hereof

we will tender prior to release of cargo our post-dated

company check representing 100 percent or the full

freight amount involved with understanding that such

check, however, may not be dated later than expiration

date of credit period.

2. The rate of exchange on freight collect to Korea is to

be based on the date of receipt of Cargo, as per Rule 3.

3. Credit privileges hereunder will be suspended for any

failure to comply with the provisions of this agreement.

The agreement will be cancelled by any suspension of

credit privileges for a period of sixty (60) consecutive

days.

4. This agreement shall become effective on the date of its

receipt and execution by carrier and shall continue in

effect unless terminated sooner by written notice from

either party to the other; provided, however, that

termination or expiration shall not extinguish and

existing liabilities hereunder.

CONSIGNEE CREDIT AGREEMENT No.\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ YANGMING MARINE TRANSPORT

(Name of Organization) CORPORATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ This\_\_\_\_\_Day of\_\_\_\_\_19\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ As agent of YML Universal

(Signature & Company Seal) Shipping Co. Ltd.,

25th Floor, Kal Bldg.,

C.P.O. Box 2361

Seoul, Korea

ITS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title of Organization Officer)