**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)