NVOCC Rules Tariff

GRIFFIN TRANSPORT SERVICES, DBA LEGACY SUPPLY CHAIN

Governing Rules Tariff 001

FMC Organization No.	**012146**
FMC License No.	3502NF
Tariff Effective Date	01 MAY 2024
Tariff Location	www.legacyscs.com
Carrier Address	5360 Capital Ct., Reno, NV 89502
Tariff Identification	Legacy_NVOCC_Rules_Tariff

Rule 1 – Scope and Application

This Rules Tariff governs transportation services provided by Griffin Transport Services, dba Legacy Supply Chain ("Legacy," "Carrier" or "NVOCC"), in the foreign commerce of the United States. The Carrier name, address and license number above are taken from the supplied NRA.

Except where otherwise specifically provided in an applicable Negotiated Rate Arrangement ("NRA"), NVOCC Service Arrangement ("NSA"), bill of lading, or other governing transportation document, the rules and charges contained herein apply to shipments transported by Carrier.

In the event of a conflict between this Rules Tariff and a valid NRA, the specific terms of the NRA shall govern with respect to the transportation covered by that NRA.

Rule 2 – Negotiated Rate Arrangements (NRA)

Carrier elects to utilize Negotiated Rate Arrangements pursuant to 46 CFR Part 532.

An NRA is a written and binding arrangement between Carrier and an NRA shipper providing transportation services for a stated cargo quantity from origin to destination at an agreed rate.

Carrier's quotations, rate confirmations, emails, electronic communications, or similar written rate offers may constitute an NRA when they satisfy the requirements of 46 CFR Part 532.

Each NRA shall identify the Carrier and NRA shipper, the representatives agreeing to it, the NRA number, origin and destination, commodity, stated cargo quantity, shipment or shipments covered, service type (FCL or LCL), service scope (such as CY/CY or CFS/CFS), currency, rate, rating basis, and validity period. Applicable routing, minimums and additional charges shall be stated where relevant.

The NRA must be agreed to by Carrier and the NRA shipper before receipt of cargo by Carrier, its agent, or the originating carrier in through transportation.

Acceptance may be established by a signed agreement, written communication including email indicating acceptance, or booking after receipt of the NRA terms when the prescribed bold, uppercase booking-acceptance notice is included in the NRA or amendment. The form's closing terms shall recognize these same acceptance methods.

Where Carrier permits acceptance through booking, the NRA shall contain the following statement in bold, uppercase type:

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.

Rule 3 – NRA Rates and Charges

Rates stated in an NRA apply only to the shipment or shipments identified therein and during the stated validity period. The NRA shall specify what event determines rate validity, such as cargo receipt, rather than leaving booking and sailing dates interchangeable.

For LCL services, the NRA shall state whether the rate is per cubic meter (CBM), weight/measurement (W/M), revenue ton, shipment, or another specified unit, together with any minimum and weight/volume conversion. For FCL services, the NRA shall identify the container type and per-container basis. No W/M conversion or minimum is implied solely by use of an LCL service.

An NRA shall specify whether the quoted rate is:

(a) an all-inclusive rate; or

(b) subject to additional surcharges, accessorial charges, pass-through charges, general rate increases, or other charges.

Where the NRA incorporates tariff charges, it shall identify the specific applicable charges or rules. A general reference to this Rules Tariff does not substitute for identifying applicable additional charges.

Charges and amounts incorporated from the rules tariff shall remain fixed from receipt of the first shipment until delivery of the last shipment covered by the NRA, subject to an amendment permitted under Rule 4.

Pass-through charges for which no specific amount is stated in either the NRA or Rules Tariff shall be invoiced only in the amount actually incurred by Carrier and without markup, where required by 46 CFR Part 532.

Rule 4 – NRA Amendments

An NRA may be amended by mutual agreement after initial acceptance, but amendments may apply only prospectively to shipments not yet received by Carrier, as provided by 46 CFR 532.5(e). They shall not retroactively change rates or terms for cargo already received.

Amendments shall be in writing and shall identify the applicable NRA or shipment and the revised rate or terms.

Acceptance of an NRA amendment may be established in the same manner permitted for acceptance of the original NRA.

Rule 5 – Rate Validity

Unless otherwise stated in the NRA, rates apply only during the validity period shown in the quotation.

Rates are subject to equipment availability, vessel space availability, carrier acceptance, governmental requirements, and any conditions specifically stated in the NRA.

A quotation that has expired prior to booking or acceptance does not constitute an effective NRA unless extended or reissued by Carrier.

Rule 6 – Surcharges and Accessorial Charges

The following charge categories may apply only when identified in the NRA or specifically incorporated from this Rules Tariff. This list supplies no charge amount and does not by itself authorize a charge:

- Detention and demurrage
- Storage
- Chassis charges
- Pre-pull charges
- Waiting time
- Trucking accessorials
- Overweight charges
- Hazardous-material charges
- Documentation charges
- Customs examination-related transportation/handling charges
- Port/terminal charges
- Additional handling
- Redelivery
- Residential or limited-access delivery
- Liftgate or special equipment
- Governmental fees and assessments
- Carrier-imposed surcharges
- Other charges specifically identified in the applicable NRA or this tariff

Origin pickup and destination delivery shall identify the door location, port/ramp or CFS, currency, amount and basis when quoted. Accessorial/handling charges shall identify the charge, currency, amount or permitted pass-through basis, and unit (for example per bill of lading or per container). Blank charge lines do not establish an agreed amount.

A form heading stating “not associated with NRA” does not determine the legal treatment of a charge. Services included in Carrier’s transportation shall be addressed in the NRA and applicable rules. Any genuinely separate service shall be identified with its own scope, rate and acceptance terms.

Detention and demurrage: where applicable, the NRA shall identify the relevant vessel carrier or terminal schedule, service/location, free time and rate basis, with an accessible reference. A generic “charged per carrier tariff” entry shall be completed for the shipment. Charges are subject to Rule 7 and applicable FMC demurrage and detention requirements, including 46 CFR Part 541; no unlawful charge is authorized by this rule.

Rule 7 – Pass-Through Charges

Charges assessed by vessel-operating common carriers, marine terminals, ports, rail carriers, motor carriers, governmental authorities, or other third parties may be passed through to the shipper when permitted by the applicable NRA and law.

For any pass-through charge for which a specific amount is not included in the NRA or this Rules Tariff, Carrier may invoice only the charge actually incurred, without markup, under 46 CFR 532.5(d)(2)(iv). Supporting third-party invoices shall be retained with the shipment records.

Rule 8 – Cargo Description

The shipper is responsible for providing complete and accurate cargo descriptions, weights, measurements, classifications, hazardous-material information, and other information necessary for transportation.

Carrier may adjust charges where information furnished by the shipper is inaccurate and results in additional transportation or third-party charges, subject to the applicable NRA and governing law.

Rule 9 – Hazardous Materials

Hazardous materials shall be properly classified, packaged, marked, labeled, documented, and tendered in accordance with all applicable laws and regulations.

The shipper shall disclose the hazardous nature of cargo before booking.

Carrier reserves the right to refuse hazardous cargo or require additional documentation and charges associated with its transportation.

Rule 10 – Shipper Responsibilities

The shipper is responsible for the accuracy and completeness of information supplied to Carrier, including cargo description, quantity, weight, dimensions, value where required, marks, numbers, regulatory status, and hazardous-material information.

Additional costs resulting from inaccurate or incomplete information may be assessed to the responsible party as permitted by the applicable NRA, tariff, bill of lading, and law.

Rule 11 – Bills of Lading

Transportation performed by Carrier is subject to the LEGACY Bill of Lading Terms and Conditions identified in the NRA and made available at Logistics Documents and Supply Chain Resources | Legacy SCS.

Issuance of a bill of lading does not modify the rate established by an applicable NRA except as permitted by law.

Rule 12 – Payment and Credit

Freight and other charges are payable in accordance with the credit terms established between Carrier and shipper.

The party accepting the NRA and/or requesting transportation remains responsible for payment of applicable freight and charges unless Carrier expressly agrees otherwise in writing.

Past-due accounts may be subject to collection expenses and other charges to the extent provided by applicable law and the governing transportation documents.

Rule 13 – Cancellation / Booking Changes

Cancellation, equipment cancellation, booking changes, rolled cargo, no-shows, or changes requested after booking may result in additional charges when imposed upon Carrier or otherwise specified in the applicable NRA.

Rule 14 – Force Majeure / Conditions Beyond Carrier's Control

Carrier shall not be responsible for delays or additional costs caused by circumstances beyond its reasonable control, subject to applicable law and Carrier's bill of lading terms.

Additional transportation costs arising from port congestion, labor disruptions, governmental actions, weather, war, civil disturbance, vessel schedule changes, canal restrictions, or similar circumstances shall be handled in accordance with the applicable NRA, bill of lading, and governing law.

Rule 15 – Record Retention

Carrier shall maintain NRAs and associated records and written communications in accordance with 46 CFR Part 532.

These records shall be maintained in an organized and readily retrievable manner for five years following completion of performance of the NRA.

Rule 16 – Public Access

LEGACY Governing Rules Tariff 001 shall be available electronically to the public free of charge at [EXACT PUBLIC TARIFF URL]. The NRA shall identify this tariff and its exact access location. The supplied form references www.ratewave.com; that reference shall be replaced only when the intended tariff location is established and any required FMC-1 update is completed.

Rule 17 – Governing Regulations

This tariff and all NRAs issued hereunder are subject to the Shipping Act of 1984, as amended, and applicable Federal Maritime Commission regulations, including 46 CFR Parts 515, 520, 532 and, where applicable, 541.

NVOCC Negotiated Rate Arrangement (NRA)

This quotation offers an NVOCC Negotiated Rate Arrangement ("NRA") pursuant to 46 CFR Part 532 between Griffin Transport Services, dba Legacy Supply Chain ("LEGACY"), FMC License No. 3502NF, and the customer identified herein. Upon acceptance, LEGACY shall provide the transportation described from the stated origin to the stated destination at the agreed rate and rating basis for the stated cargo quantity and applicable shipment(s). Transportation is subject to LEGACY Governing Rules Tariff at Logistics Documents and Supply Chain Resources | Legacy SCS and Griffin Transport Bill of Lading Terms and Conditions at Logistics Documents and Supply Chain Resources | Legacy SCS.

Rate election — complete one: [ALL-IN: identify precisely what the rate includes] OR [NOT ALL-IN: identify each additional surcharge, accessorial, pass-through charge and whether ocean common carrier GRIs apply, or cite the specific applicable rules and charges in Tariff]. For unspecified-amount pass-through charges, only actual incurred charges will be invoiced, without markup.

The NRA must be accepted before receipt of cargo by LEGACY, its agent or the originating carrier for through transportation. Acceptance may be by signature, written communication including email, or booking after receipt of these terms as provided in the following notice:

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.

Regulatory References

46 CFR Part 532 – NVOCC Negotiated Rate Arrangements: https://www.ecfr.gov/current/title-46/chapter-IV/subchapter-B/part-532

46 CFR Part 520 – Carrier Automated Tariffs: https://www.ecfr.gov/current/title-46/chapter-IV/subchapter-B/part-520

46 CFR Part 515 – Licensing and Financial Responsibility Requirements for Ocean Transportation Intermediaries: https://www.ecfr.gov/current/title-46/chapter-IV/subchapter-B/part-515

46 CFR 532.5 — NRA requirements, acceptance, additional charges and prospective amendments: https://www.law.cornell.edu/cfr/text/46/532.5

FMC final rule establishing the quoted booking-acceptance language: https://www2.fmc.gov/readingroom/docs/17-10/17-10_fr_fnl_rle_pub.pdf/

46 CFR Part 541 — Demurrage and detention: https://www.ecfr.gov/current/title-46/chapter-IV/subchapter-B/part-541