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**\*\*\*TOP CARGO WILL STOP PUBLISING A RATE TARIFF AS OF APRIL 2011AS PER NEW FMC ALLOWED EXEMPTION, ALL CARGO WILL BE RATED UNDER NEGOTIATED RATE AGREEMENTS (NRA's) WITH SHIPPERS OR CONSIGNEES; PLESE USE THE QUOTATION TAB IN OUR WEB SITE IN ORDER TO RECEIVE A NEGOTIATED RATE AGREEMENT, BOOKING REQUEST AFTER RECEIPT OF SAID NRA WILL BE CONSIDERED ACCEPTANCE OF SAID RATE\*\*\***

TOP CARGO INC. U.S. TARIFF – Effective Since June 18, 2001

LAST REVISED – Effective JANUARY 1, 2011 TO PRESENT  
**EXPIRES APRIL 2011**

ESSENTIAL TERMS PUBLICATION:  
ESSENTIAL TERMS NO.

TARIFFS OF GENERAL APPLICABILITY:

Carrier

Top Cargo Inc.  
14350 NW 56<sup>TH</sup> CT #123  
MIAMI FL , 33054  
Tel No: 305-715-9606  
Fax No: 305-599-2130

## 1. RULES

Shipping Contract are subject to the rules of Top Cargo Inc. Bill of lading, and applies with respect to the transportation of Merchant's commodities listed in one or more appendices attached hereto (the "Appendix" or "Appendices") between the origin and destination locations listed in the Appendix. This Rules, its Appendices and exhibits thereto, together with the terms and conditions of Carrier's bill(s) of lading embodies the entire understanding between the parties. There are no other agreements, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter of this Contract, which are integrated herein. No modification hereof shall be of any force or effect unless reduced to writing making reference to these rules and executed by the parties and duly filed with the U.S. Federal Maritime Commission. In the event of any conflict among the terms and conditions of these Rules, the bill(s) of lading and the Carrier's applicable tariff(s), the order of governance shall be, first, the bill(s) of lading, second the tariff(s).

- (b) For purposes of determining whether a shipment is made during the term of this tariff, the date when the shipment is received by the Carrier or its agent shall govern. A shipment shall not be considered as "received" until the full bill of lading quantity has been received.
- (c) Merchant represents it is authorized and empowered to enter into these rules & tariff by and on behalf of each and every affiliate, if any, identified in the attached Appendix, and to represent such affiliates in all matters relating to carriage of cargo tendered hereunder.
- (d) For all cargo movements hereunder the term "Carrier" shall refer to Top Cargo Inc, a Miami FL, USA corporation.

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### 3. BOOKING

- (a) Merchant shall book its space requirements for shipments tendered under this Tariff not less than 7 calendar days prior to the scheduled arrival of the Carrier's vessel at port of loading. If the shipments are offered upon less than 7 calendar days' notice, Carrier may accept such shipments or decline the shipments, at its option.

### 4. DISPUTES

- (a) Any and all disputes arising out of or in connection with this Tariff, including any failure by the Merchant to pay, or by the Carrier to perform, as required hereunder, may be referred by either party to litigation before any Court of competent jurisdiction. The following locations shall each be considered proper for jurisdictional purposes: the place of legal residence (including incorporation) or principal place of business of the responding party. Alternatively, the parties may agree to resolve disputes by arbitration in Miami FL, U.S. (or such other place mutually agreed upon by the parties) under the rules of the American Arbitration Association. The arbitration shall be before a single English speaking arbitrator appointed by the parties or, failing such appointment and upon the application of either party, by the American Arbitration Association. There shall be no restrictions on the nationality of the arbitrator. Except by agreement of the parties to the dispute, there shall be no prehearing discovery. The costs and expenses of the arbitration or litigation (including reasonable attorney's fees and costs) shall be borne by the non-prevailing party. The decision of the arbitrator shall be final, binding and not subject to further review.
- (b) The decision of the arbitrator may be enforced by any court, tribunal or other forum as may properly assert jurisdiction. The parties hereto expressly consent and agree that the United States District Court for the Northern District of California has personal jurisdiction for this purpose.
- (c) This Tariff, its rules & contents, should be construed pursuant and subject to the maritime law of the United States, including but not limited to the United States Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998. To the extent the maritime law of the United States is silent on any given legal issue that might arise under this Contract, then reference shall be made to the laws of the State of New York without reference to its conflicts of laws provisions.

### 5. RATES and CHARGES

- (a) Carrier shall assess the freight rates and charges set forth or referenced in the Appendix to all of the Merchant's shipments tendered under this Tariff.
- (b) Except to the extent that the freight rates set forth in the Appendix expressly include or are not subject to other charges, all of the items contained in the Tariff(s) listed in the Appendix shall apply to and govern shipments tendered under this Contract, including but not limited to: bunker fuel, currency exchange and other surcharges, and all arbitrables, storage, containerized cargo demurrage, equipment detention, and all other charges, together with all additions, deletions or modifications thereof, all Tariff rules and provisions, and all supplements thereto and re-issues thereof.
- (c) If at any time during the term of this Tariff an increase in the applicable charges or surcharges provided in the Tariff occurs, the charges or surcharges specified or incorporated by reference in the Appendix shall also be increased as of the same date the increase becomes effective in the Tariff.

### 6. SERVICE; CARRIER LIABILITY

Except as expressly set forth in this paragraph 6, shipments under this tariff shall be subject to all of the terms and conditions of Carrier's bill of lading in effect at the time of shipment and Carrier's liability for cargo loss, damage, delay, misdelivery or other breach of the Contract of carriage, if any, shall be determined exclusively under the terms and conditions of the bill of lading.

### 7. FORCE MAJEURE

If carrier is prevented from applying this tariff rates because of extraordinary expenses beyond its control, including but not limited to expenses arising from labor disputes, embargoes, casualties (whether or not the negligent acts or omissions or fault of

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a party contributed thereto), acts of God, civil disturbances, war, terrorist-related events, war-like events, act or default of the other party and restraint of laws or governments, but excluding loss of market or other commercial contingencies, such failure to perform shall be excused to that extent but no further. The Carrier shall use commercially reasonable efforts to promptly notify the other of the force majeure event excusing its performance and/or the increases of freight related charges.

#### 8. COMPENSATION and PAYMENT of FREIGHT and CHARGES

Carrier's freight charges computed in accordance with the Appendix, demurrage, detention, surcharges, arbitratives, and all other charges applicable under the Tariff and shall be paid in U.S. dollars in strict accordance with the Tariff and bill of lading before the release of the shipments on which charges accrued, or, in the case of prepaid shipments under negotiable bills of lading, before release of the original bills of lading.

#### 9. DATA AND COMMUNICATIONS

- (a) Merchant acknowledges and agrees that Carrier may collect, process, store and transmit data relating to Merchant (including its listed affiliates, referred to collectively as Merchant herein) as specified in this paragraph 9. Such information may include, without limitation, the Merchant's name, contact details (email, telephone number, fax number, address and the like), as well as information relating to Merchant's cargo, rates, vendors, contractors, agents and customers (collectively "Information"). Some Information may be deemed "personally identifiable information" subject to protection under the data privacy laws of certain jurisdictions. Merchant expressly agrees that Carrier may collect, process, store and transmit Information across state and, in some circumstances, national boundaries in connection with Carrier and its affiliates' administration of the relationship with Merchant as described herein. Merchant also agrees that Carrier may disclose the Information from time to time to certain third parties, including, without limitation, (i) affiliates, vendors, agents and subcontractors that perform services for Carrier, ii) government authorities, or iii) those parties with a need to know in the event that, in Carrier's good faith belief, a disclosure is necessary to protect its legal rights. In addition, Carrier may transfer such Information to a successor entity upon a merger, consolidation or other corporate reorganization in which Carrier participates or to a purchaser of all or substantially all of Carrier's assets.
- (b) Merchant acknowledges and agrees that by shipping and executing this Agreement and by providing address information (street or other postal address, telephone, facsimile ("fax") and/or email address), that a business relationship exists between the parties. In addition, Merchant agrees that Carrier may use any or all of the address information so provided to communicate with Merchant via fax, email, phone, mail or in person. The purpose of such communications may include, without limitation: i) provision of services to Merchant, ii) notification of important changes, improvements or opportunities relating to Carrier's services (including advertisements and promotions, new service announcements and other cost saving opportunities) and/or iii) discussion of other issues relating to Merchant's logistics or transportation needs. Should Merchant at any time elect to update Merchant's address information or to limit the kind and nature of the communications Merchant wishes to receive, Merchant shall notify Carrier to that effect in writing.

#### 10. SECURITY & C-TPAT

Carrier participates in the Customs-Trade Partnership Against Terrorism ("C-TPAT") program. Carrier encourages Merchant to also participate in the C-TPAT program, and to observe the supply chain security guidelines prepared by the United States Customs and Border Protection Service. Current C-TPAT security guidelines can be reviewed at: [http://www.customs.gov/xp/cgov/import/commercial\\_enforcement/ctpat/importers/importer\\_security.xml](http://www.customs.gov/xp/cgov/import/commercial_enforcement/ctpat/importers/importer_security.xml).

#### 11. SHIPMENT RECORDS

12. The Merchant, and the Carrier, shall cooperate in maintaining shipment records documents and reports as they may from time to time mutually determine to be administratively desirable. The person who will respond to requests on behalf of the Carrier to make shipping records available to FMC is the Carrier's Tariff Publishing Officer, 8850 NW 24<sup>th</sup> terrace, Miami, FL, 33172 – ph# 305-715-9606

**ORIGIN:**

UNITED STATES

**DESTINATION:**

ARGENTINA,  
BRAZIL  
URUGUAY

**COMMODITIES:**

A. GDSM – AND GENERAL CARGO NOS WHEATER OR NOT HAZARDOUS  
Foodstuff, furniture, machinery parts, office supplies, chemicals NOS, household goods, etc

**RATES:**

Rates in USD unless otherwise noted. Rates subject to applicable arbitraries, outports and inland charges as specified in applicable tariff unless otherwise noted in paragraph 6 and 10 of this appendix.

**GDSM & CARGO NOS  
Gulf Coast Ports (CY)**

Destination	Div Md	Svc Md	D20	D40	D40H
Montevideo, Uruguay	CY	RIPI	1885	2500	2500
Santos, Brazil	CY	RIPI	1885	2500	2500
Buenos Aires	CY	RIPI	1885	2500	2500

**GDSM  
East Coast Ports  
Miami, FL – New York – Baltimore – Philadelphia – Norfolk – Savannah – Jacksonville**

Destination	Div Md	Svc Md	D20	D40	D40H	
Montevideo, Uruguay	CY	RIPI	1885	2500	2500	Montevideo, Uruguay
Santos, Brazil	CY	RIPI	1885	2500	2500	Santos, Brazil
Buenos Aires	CY	RIPI	1885	2500	2500	Buenos Aires

**ASSESSORIALS**

- a) The contract rates set out in paragraph 6 are inclusive of the following extra charges where applicable:  
None
- b) The contract rates set out in paragraph 6 are not subject to the following extra charges where applicable:
  1. Terminal Handling Origin(THC)
  2. Fuel Adjustment Factor (FAF)
  3. Chassis Charge(CHS)
  4. Interim Fuel Surcharge(IFS)
  5. Wharfage(WHG)

c) The following extra charges shall apply during the term of this contract:

**6. Destination documentation fee (DDF).**

All other charges not listed above shall apply pursuant to Paragraph 5 (b) of this Tariff.

**ORIGIN:**

UNITED STATES  
**Gulf Coast Ports (CY), AND EAST COAST PORTS**

**DESTINATION:**

CHILE  
ECUADOR  
PERU  
COLOMBIA

**COMMODITIES:**

A. GDSM – AND GENERAL CARGO NOS WHEATER OR NOT HAZARDOUS  
Foodstuff, furniture, machinery parts, office supplies, chemicals NOS, household goods, etc

**RATES:**

Rates in USD unless otherwise noted. Rates subject to applicable arbitraries, outports and inland charges as specified in applicable tariff unless otherwise noted in paragraph 6 and 10 of this appendix.

**GDSM & CARGO NOS**

Destination	Div Md	Svc Md	D20	D40	D40H
SAN ANTONIO, VALPARAISO,	CY	RIPI	2100	2400	2500
Callao	CY	RIPI	2100	2400	2500
Buenaventura	CY	RIPI	2100	2400	2500

**8. EXPIRATION DATE OR PERIOD OF TERM:**

Commencement: January 1<sup>st</sup> 2011  
Effective through: april 1<sup>st</sup> 2011

**ASSESSORIALS**

a) The contract rates set out in paragraph 6 are inclusive of the following extra charges where applicable:  
None

b) The contract rates set out in paragraph 6 are not subject to the following extra charges where applicable:

**1. Terminal Handling Origin(THC)**

**2. Fuel Adjustment Factor (FAF)**

**3. Chassis Charge(CHS)**

**4. Interim Fuel Surcharge(IFS)**

**5. Wharfage(WHG)**

c) The following extra charges shall apply during the term of this contract:

**6. Destination documentation fee (DDF).**

All other charges not listed above shall apply pursuant to Paragraph 5 (b) of this Tariff.

**ORIGIN:**

ARGENTINA , BRASIL, URUGUAY

**BUENOS AIRES, BRASIL BASE PORTS, MONTEVIDEO**

**DESTINATION:**

US – EAST COAST PORTS

US – GULF COAST PORTS

**COMMODITIES:**

A. GDSM – AND GENERAL CARGO NOS WHEATER OR NOT HAZARDOUS

Foodstuff, furniture, machinery parts, office supplies, chemicals NOS, household goods, etc

**RATES:**

Rates in USD unless otherwise noted. Rates subject to applicable arbitraries, outports and inland charges as specified in applicable tariff unless otherwise noted in paragraph 6 and 10 of this appendix.

**GDSM & CARGO NOS**

<b>Destination</b>	<b>Div Md</b>	<b>Svc Md</b>	<b>D20</b>	<b>D40</b>	<b>D40H</b>
NEW YORK, PHILADELPHIA, BALTIMORE, NORFOLK, SAVANNAH, JACKSONVILLE, MIAMI , HOUSTON, NEW ORLEANS	CY	RIPI	2100	2700	2700

**ASSESSORIALS**

a) The contract rates set out in paragraph 6 are inclusive of the following extra charges where applicable:

None

b) The contract rates set out in paragraph 6 are not subject to the following extra charges where applicable:

**1. Terminal Handling Origin(THC)**

**2. Fuel Adjustment Factor (FAF)**

**3. Chassis Charge(CHS)**

**4. Interim Fuel Surcharge(IFS)**

**5. Wharfage(WHG)**

d) The following extra charges shall apply during the term of this contract:

**6. Destination documentation fee (DDF).**

All other charges not listed above shall apply pursuant to Paragraph 5 (b) of this Tariff.

**ORIGIN:**

CHILE, PERU, COLOMBIA, ECUADOR

**SAN ANTONIO, VALPARAISO, CALLAO, BUENAVENTURA**

**DESTINATION:**

US – EAST COAST PORTS  
US – GULF COAST PORTS

**COMMODITIES:**

A. GDSM – AND GENERAL CARGO NOS WHEATER OR NOT HAZARDOUS  
Foodstuff, furniture, machinery parts, office supplies, chemicals NOS, household goods, etc

**RATES:**

Rates in USD unless otherwise noted. Rates subject to applicable arbitraries, outports and inland charges as specified in applicable tariff unless otherwise noted in paragraph 6 and 10 of this appendix.

**GDSM & CARGO NOS**

Destination	Div Md	Svc Md	D20	D40	D40H
NEW YORK, PHILADELPHIA, BALTIMORE, NORFOLK, SAVANNAH, JACKSONVILLE, MIAMI , HOUSTON, NEW ORLEANS	CY	RIPI	1900	2800	2800

**ASSESSORIALS**

- a) The contract rates set out in paragraph 6 are inclusive of the following extra charges where applicable:  
None
- b) The contract rates set out in paragraph 6 are not subject to the following extra charges where applicable:
  1. **Terminal Handling Origin(THC)**
  2. **Fuel Adjustment Factor (FAF)**
  3. **Chassis Charge(CHS)**
  4. **Interim Fuel Surcharge(IFS)**
  5. **Wharfage(WHG)**
- e) The following extra charges shall apply during the term of this contract:
  6. **Destination documentation fee (DDF).**

All other charges not listed above shall apply pursuant to Paragraph 5 (b) of this Tariff.

**EXPIRATION DATE OR PERIOD OF TERM:**

Commencement: January 1, 2011  
Effective through: APRIL 1, 2011

**Notes :**

**INLAND POINTS WITHIN THE UNITED STATES:**

For the purpose of establishing inland freight add-ons within the United States, the applying tariff and its rules and regulations concerning that part of the voyage will be the tariff & rules posted by the VOCC contracted by Top Cargo at the time of the shipment. This tariff and Rules are of public domain and posted by the VOCC's on their respective websites.

**DEMURRAGES, STORAGE, AND SPECIAL EQUIPMENT SURCHARGES**

For the purpose of establishing inland freight add-ons within the United States, the applying tariff and its rules and regulations concerning that part of the voyage will be the tariff & rules posted by the VOCC contracted by Top Cargo at the time of the shipment. This tariff and Rules are of public domain and posted by the VOCC's on their respective websites