

**J.W. Allen & Company, Inc.
dba Beacon Global Logistics**

ORIGINAL TITLE PAGE

TARIFF NO. 001

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Non-Vessel Operating Common Carrier Effective Date: 22 MARCH 2019

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TITLE PAGE

TARIFF NO. 001

Governing Rules Tariff

RULES AND REGULATIONS ON CARGO MOVING

IN CONTAINERS / AND BREAKBULK

BETWEEN

U.S. & FOREIGN PORTS AND POINTS

J.W. Allen & Company, Inc. dba Beacon Global Logistics is a Non-Vessel Operating Common Carrier (NVOCC) Licensed by the Federal Maritime Commission (FMC)
FMC license number 067NF.

NOTICE TO TARIFF USERS

This document is compiled to reflect Carrier's tariff published in compliance with regulations of the Federal Maritime Commission.

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Tariff Rule Information	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
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<u>Operational information</u>	
Tariff Number:	BGL001
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Rule #1	46 CFR Part 532- Exemptions declaration

1. Under 46 CFR Part 532 and in compliance with § 532.6 (“Notices”), this Rule affirms that J.W. Allen and Co., Inc. dba Beacon Global Logistics, hereafter “Carrier”, does operate as a NVOCC and reserves the right to use Negotiated Rate Agreement’s, hereafter “NRA’s”, in lieu of tariff filings in their business and therefore claims and invokes an exemption pursuant to this part.
 - a. Text provided in the Carrier’s rate quotes, rate sheets, matrices, and/ or email communications between the Carrier and the Shipper collectively contain an offer or offers by Carrier pursuant to 46CFR532.6.
 - b. Acceptance of the quotation shall become binding at the time of receipt of request for booking from Shipper.
 - c. If the terms and conditions contained in the aforementioned document or documents do not reflect Shipper’s understanding, Shipper must notify Carrier immediately for clarification or revision of the NRA.

2. Under 46 CFR Part 532 and in compliance with § 532.7 (“Record keeping and audit”), J.W. Allen and Co. Inc. dba Beacon Global Logistics, does operate as a NVOCC and makes use of NRA’s and therefore;
 - a. claims and invokes an exemption pursuant to this part and,
 - b. affirms original NRA’s and all associated records, including written communications, will be maintained in an organized, readily accessible or retrievable manner for 5 years from the completion date of performance of the NRA, in a format easily produced to the Commission.
 - c. NRA’s and all associated records and written communications are subject to inspection and reproduction requests under § 515.31(g) of this chapter.
 - d. J.W. Allen & Co., Inc. dba Beacon Global Logistics, shall produce the requested NRAs and associated records, including written communications, promptly in response to a Commission request.

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Rule #2	Scope- Applicability of Tariff

1. Rules, regulations and rates published herein apply equally between any United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and any and all international Ports and/ or Points.
2. Except as otherwise provided, this tariff provides rates and charges applying between USA Ports and Points and World Ports and Points.
3. Except as may be otherwise provided herein, shipments under this tariff shall be subject to all charges and surcharges published and in effect in Carrier's tariff at the time of shipment, including any charges and surcharges which are published and become effective after the effective date of this tariff.

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Rule #3	Application of rates & charges, terms and conditions

1. Wherever in this tariff the term "Carrier" is used it is to meant to identify J.W. Allen & Company, Inc. dba Beacon Global Logistics.
2. Wherever in this tariff the term "Ocean Carrier" or "VOCC" is used it is to meant to identify any of the international vessel ocean carriers.
3. Wherever in this tariff the term "Motor Carrier" is used it is to meant to identify any of the US based road trucking companies offering any of the following types of service; FCL, LCL, LTL, FTL, or project.
4. Wherever in this tariff the term "BL" is used it is applicable to Carriers' bill-of-lading.
5. Wherever in this tariff the term "US", "U.S." or "USA" is used it is meant to identify the United States of America.
6. Rates published in this Tariff covering are stated in terms of U.S. Currency.
7. Rates published in this tariff indicating a basis of "All inclusive" (AI) are rates inclusive, as applicable, of ocean freight and other charges.
8. All final freight rates and other charges shall be based on confirmed actual gross weight and/ or dimensions (measurement; length, width and height) of each piece or package, whichever provides the greater revenue. Initial weights and measurements as provided by the shipper are the quote basis for the first indication and rates are subject to adjustment based on confirmed weight and dimensions.
9. Rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
10. Except as otherwise provided, Port to Port rates published in this tariff will apply between initial port of lading and the port of unlading as identified on Carriers BL and where the Carrier originates or terminates its actual ocean carriage of the cargo. Charges such as tolls, Wharfage, destination cost of unlading charges, and all other expenses beyond the port terminal area are for account of cargo owner, shipper or consignee. Any and all such expenses assessed against the Carrier will be billed to the cargo owner, shipper, or consignee for which they are solely responsible for settlement.

11. Any inland or on-carriage rates listed in this Tariff are applicable from inland points lying outside either the origin or destination port terminal areas respectively. Unless otherwise specified, any such or either of these rates will be included as part of the "All In" (AI) rate basis.
12. Rates published in this tariff shall not include customs clearance charges or forwarding charges except as noted or stipulated.
13. Carrier shall not be obligated to transport shipper's cargo in any designated type of container or by any certain motor carrier, vessel or ocean carrier, railroad, barge or air carrier except that any such conveyance be road, track, sea or air worthy as determined and certified by the proper and authorized governing entity. Selection of railroads, motor carriers, ocean carriers, barge or air carrier used for any or all segments of the cargo transportation shall be within the sole discretion of the Carrier.
14. Carrier shall not be obligated and must be held harmless and blameless for any delay or deviation of the advertised or otherwise displayed or communicated ocean carriers schedule.
15. Rates as published herein do not include marine insurance, Chamber of Commerce endorsement or Consular fees.
16. Cargo descriptions shown on Carriers BL shall conform with the description as indicated on shipper's commercial invoice, be uniform on all copies of the Carriers BL and must comply with the associated US AES Summary (formerly Shippers Export Declaration) for that shipment.
17. Shippers must declare their cargo on the commercial invoice(s) by its generally accepted generic or common name as Trade names are not acceptable commodity descriptions.
18. Rates shown in this Tariff, except where established on specifically lower values or on an ad valorem basis, are subject to BL limit of value.
19. Except as otherwise specified, rates published in this Tariff apply only to the specific cargo named and cannot be applied to any other cargo, whether or not analogous. Unless a rate is provided for a specifically identified cargo, N.O.S. rates shall then be applied.
20. Tolls, Wharfage, receiving and handling and/ or port charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the cargo.
21. Additional charges assessed or levied upon the cargo by any Governmental authority will be for the account of the cargo.
22. FORCE MAJEURE CLAUSE: Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable

provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto or any other official interferences with commercial intercourse arising from the above conditions and affecting the Carrier's operations, the Carrier reserves the right to cancel any outstanding booking or contract.

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Rule #4	Diversions by Ocean Carrier

1. Should the ocean carrier discharge cargo at a port other than the port of destination named in the ocean BL, the ocean carrier may arrange, at its option, for movement via rail, truck or water, of the shipment from the port of actual discharge only as indicated below:
 - a. To port of destination indicated on the BL at the expense of the ocean carrier. Ocean carrier may, at its convenience, deliver cargo to intermediate ports en-route between carrier's discharging terminal and final delivery terminal.
 - b. At the consignee's written request the Carrier may forward cargo direct to a point designated by the consignee, provided the consignee pays the cost which they would normally have incurred by any conveyance actually used to such point as if the cargo has been discharged at the destination port named in the ocean BL. Any charges assessed the consignee shall be the cost they would normally have incurred to such point of delivery if that alternate destination had been so designated on the ocean carriers initial BL.

2. In the event of cargo being discharged at Carriers, shippers or consignee's convenience at a port other than the port of destination named in the bill of lading, the freight rates applicable to the port of destination named in the bill of lading shall be assessed. In no event shall any such transfer or arrangements under which it is performed result directly or indirectly in any lessening of the charges applicable had the shipment cleared through the port originally intended.

3. Any additional charges resulting from actions taken relative to bullet number 2 of this Rule will be for the account and responsibility of the shipper.

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Rule #5	Diversion of cargo by Shipper or Consignee

1. Any request for diversion of a shipment will be considered as an amendment to the contract of carriage and will be subject to the following definitions, conditions and charges:

A. Definition of Diversion:

1. Change in the original billed destination which may also include a change in consignee, order party, notify party or any group of these parties.

B. Conditions:

1. Requests must be received in writing by the Carrier prior to the arrival of the vessel at port of discharge.

2. Carrier will make every effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.

3. Cargo moving under a non-negotiable Bill of Lading may, with Carriers consent, be diverted at the request of shipper or consignee.

4. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering all three originals of the properly endorsed original Bill of Lading to Carrier.

5. This rule will apply to full Bill of Lading quantities or full container loads only.

6. A shipment may only be diverted once.

7. Shipper may request cancellation of the original diversion request, resulting in delivery of the cargo to the original billed destination, provided that such request is received prior to arrival of vessel at port of discharge, that it is operationally practical and ocean carrier can accommodate such request, and provided that all diversion charges applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier.

8. In no instance will any refund of the diversion charges be made in the event of a cancellation.

9. Any additional expenses incurred by the Carrier will be for the account of the shipper.

10. Diverted shipment will be assessed the rate(s) and/or charges from origin to destination that would have applied if the cargo had been originally billed to the revised port of discharge but such charges shall not be less than originally assessed for the original shipment.
11. Diversion charges are payable by the party requesting the diversion and must be paid before the cargo can be released.

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Rule #6	LCL Packing Requirements

1. Except as otherwise provided herein, articles offered for transportation will be refused unless in appropriate and compliant packaging and is in such condition and so prepared for shipment as to render transportation reasonably safe and practical.
2. Packaging (pallets, skids, etc.) must be marked prominently, legibly and in an enduring manner and must show the following:
 - a. Name of consignee.
 - b. Ports of origin and destination.
 - c. Gross weight in pounds.
 - d. Any hazardous labeling requirements.
3. The required information of bullet number two of this Rule must be displayed with a single placard or notice of adequate size and durability to be readily noticed by cargo handlers and placed under shrink-wrapping or permanently attached to the packaging in some manner.
4. Each individual box, bundle, crate or other piece of cargo contained on any single pallet, skid, etc. must be numbered as part of a series; e.g. 1 of 10, 2 of 10, etc.

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Rule #7	Shipper Owned Containers

1. In lieu of steamship line furnished containers, with the advance permission and subsequent approval of the steamship line shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following conditions:
 - a. The container must be of body and frame construction acceptable to the Carrier and ocean carriers and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.
 - b. Container must display current and valid CSC plating and owner must be able to produce on request of Carrier a current and valid CSC certificate. ("CSC" is the abbreviation of Container Safety Convention.)
 - c. Container must be uniquely numbered in accordance with applicable regulations and guidelines.
 - d. Shipper furnished containers will be subject to inspection, approval and acceptance for transport on the ocean carrier's vessel prior to loading by the ocean carrier's authorized personnel. Any containers found to be unsuitable will not be accepted for transport.
 - e. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.
 - f. Owners of shipper owned containers are responsible for providing at their own expense a method to safely, correctly and properly handle their container and lift it into place on a container chassis, trailer or other conveyance as supplied by trucker.
 - g. Owners of shipper owned containers are responsible for any injuries to personnel, whether or not an employee of the shipper, and/ or damages to chassis, trucker's equipment, buildings, structures or any other item caused in any way or means, accidental or otherwise, in the action of shipper handling their container for placement on truckers chassis, trailer or other conveyance as supplied by trucker.
 - h. Shipper will be required by the Carrier or ocean carrier to submit documentary evidence of ownership or lease-holdership of the container offered for shipment.

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Rule #8	Shippers Load & Count

1. For containers loaded and sealed by shippers or their authorized container loading agent, such as but not exclusive to shipper's vendor, BL will include the clause "Shippers load and count" or "SLAC", or "S.L.A.C".
2. No container will be accepted for transport if the weight of the cargo exceeds the weight carrying capacity of the container. Shipper will be responsible for any fines or penalties attributable to tendering a loaded container that exceeds any national, state or local weight limits and shall hold Carrier harmless and indemnify it from such fines or penalties.
3. Carrier will not directly or indirectly be responsible for:
 - a. Damage resulting from improper loading or mixing of articles in containers, or shippers or their agents use of unsuitable or inadequate protective and/ or securing materials when loading closed or open topped containers and/ or flat-racks.
 - b. Any discrepancy in count or concealed damage to articles.
 - c. Except as otherwise provided, shipments destined to more than one port of discharge may not be loaded by shipper into the same container.
 - d. Except as otherwise provided, any materials, including special fittings and labor required for handling, securing, block & bracing and properly stowing cargo in containers, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and any similar materials must be supplied by the shipper at their expense.
 - e. Carrier shall not be responsible for the return of such materials after use.
 - f. Carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of the inherent vice of the goods, improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

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Rule #9	Restricted cargo & articles

Unless otherwise specified in tariffs making reference hereto, the following articles of property will not be accepted for transportation nor as premiums accompanying other articles.

1. Ammunition, small arms, long arms and explosive shells of any strength.
2. Animals, live, domestic, wild or livestock.
3. Currency or other articles of financial commerce, viz:
 - a. bank bills,
 - b. coin,
 - c. deed(s), drafts, notes, valuable papers of any kind,
 - d. jewelry,
 - e. revenue stamps,
 - f. postage stamps,
 - g. letters and/ or packets of letters with or without postage stamps affixed,
 - h. precious metals or articles manufactured thereof,
 - i. precious stones,
 - j. other articles of extraordinary value.
4. Corpses or cremated remains.
5. Eggs.
6. Fireworks of any description.
7. Fruits or vegetables; fresh, frozen or refrigerated.
8. Meats, fresh; poultry or rabbits, dressed.
9. Nursery stock; e.g.;
 - a. flowers,
 - b. bushes,
 - c. Christmas trees,
 - d. plants,
 - e. trees,
 - f. any of the above natural or preserved.

10. Poultry or pigeons, live including but not exclusive to;
 - a. birds,
 - b. chickens,
 - c. ducks,
 - d. pheasants,
 - e. turkeys,
 - f. and any other fowl.
11. Silver articles or ware, sterling or otherwise.
12. Shipments containing cargo likely to contaminate or injure other cargo, including wet-salted hides.
13. Except as provided in tariffs making reference hereto, shipments requiring temperature control.
14. Except as otherwise specified Carrier will not accept for containerized shipment cargo which, because of its length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions.
15. Arrangements for the shipment of cargo not tendered in enclosed containers does not obligate the Carrier to accept such cargo so offered when enclosure in a container is reasonably necessary for protection and safe transportation.
16. Except as otherwise provided herein, articles offered for transportation will be refused unless in appropriate and compliant packaging and is in such condition and so prepared for shipment as to render transportation reasonably safe and practical.

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Rule #10	Basic fees

Except as otherwise provided all shipments will be subject to the following:

1. Documentation, Handling & AES Summary (SED) fee: USD175.00 per B/L.
2. Government mandated consolidated screening fee: USD15.00 per BL.

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Rule #11	Submission of cargo information; Commercial invoice & Packing List.

A. Submission Of Cargo Information; Deadline For Same.

1. To comply with Foreign Trade Regulations information about each shipment must be submitted electronically to the U.S. Government in order to obtain export approval.
2. All information as indicated within this Rule must be provided timely by the Shipper but not less than 48 hours prior to advertised ocean carrier documentation cutoff.
3. All information concerning the cargo must be provided by the Shipper in its entirety. The information to be provided via following documents;
 - a. Signed shipper's letter of instruction (SLI) identifying the Schedule B and/ or Export Commodity Control Number (ECCN); as applicable.
 - b. Commercial invoice
 - c. Packing list
 - d. MSDS & SDDG (hazardous declaration); as applicable.;
4. The SLI must include the following information in designated order and in separate fields or lines as appropriate and, whenever practical, appear under the Shippers letterhead;
 - a. Shipper name, full physical address.
 - b. EIN
 1. In some cases, the Shipper EIN or other number may be required by destination country regulations.
 - c. Consignee name, full physical address, contact name, phone number and where practical, email address.
 1. P.O. Boxes are not acceptable in place of physical addresses.
 2. In some cases, the EIN or other number such as a CNPJ number for Brazil or RNC for the Dominican Republic, may be required by destination country regulations and must be provided by Shipper.
 - d. Quantity or QTY. of each line item of cargo per description.
 1. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 15 pallets with 500 cases shall be described as 500 cases).
 - e. Unit of measure or UOM.
 1. Such as but not exclusive to;
 - a. Box
 - b. Pounds (lbs.)
 - c. Kilos (kgs.)

- d. Each
 - e. Crates
 - f. Precise description of the cargo in common terms.
 - 1. Trade names of an article of cargo may not be used.
 - 2. Generic cargo descriptions including, but not limited to, 'FAK,' 'General Cargo,' 'Cargo, N.O.S.,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' or 'STC' are not acceptable descriptions.
 - g. Schedule B number.
 - 1. Some countries require additional information such as a NOM code for Brazil which must be provided by Shipper.
 - h. Value.
5. When cargo being shipped is classed hazardous by any domestic or internationally recognized authority;
- a. Shippers commercial invoice(s) and packing list(s) must be so notated with,
 - 1. UN number,
 - 2. Hazard class
 - 3. Packing group
 - b. Shipper must provide a current and applicable MSDS and SDDG.
 - 1. MSDS' provided must physically indicate a date of issue and be so dated within 3 years of the date of shipment.
 - c. Hazardous shipments must be appropriately marked and placarded in compliance with Hazardous Material Regulations.
6. Failure to comply with these requirements will result in cargo not being loaded.
7. Any charges assessed by either/ or both the ocean carrier and motor carrier due to Shipper not providing required cargo information as indicated herein shall be for the account of the Shipper.

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Rule #12	Rate applicability

1. Any tariff rates, rules and charges applicable to a given shipment are those published and in effect on the date the cargo is received by the Carrier or its agent.
2. A shipment shall not be considered as received until the full bill of lading quantity has been received from the Shipper.

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Rule #13	Minimum Bill of Lading charges & Cancellation Charges

1. Minimum Bill of Lading Charges
 - a. The minimum charge per Bill of Lading, unless otherwise provided, shall be USD50.00, exclusive of any or all applicable surcharges.

2. Cancellation Charges
 - a. In the event after a booking has been obtained from the Carrier or the ocean carrier should the Shipper decide to cancel the shipment a minimum fee of USD50.00 per BL will be applicable.

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Rule #14	Payment of Freight & Charges

1. Currency

- a. 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.
- b. In the event of any material change in this relationship, Carrier reserves the right, upon publications in conformity with the provisions of the U.S. Shipping Act of 1984, as amended, to adjust the rates and charges as required.

2. Payment in U.S. Dollars

- a. Except as otherwise provided, freight and charges shall be prepaid in the United States in United States dollars.

3. Methods of Payment

- a. Payment for freight or charges due the Carrier must be payable, at Carrier's option, in cash, certified check, money order, wire transfer or bank draft acceptable by Carrier's bank for immediate credit without charges.
- b. Credit cards are not accepted in any event for payment of freight or charges.

4. Prepaid Freight

- a. When freight monies and charges are prepaid, such payment shall be made prior to the release of any original Ocean Bill of Lading by the Carrier to the shipper or agent acting on its behalf.
- b. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

5. Freight Collect

- a. All freight billed on a freight collect basis must be paid in full in the currency of the destination country, as directed by the Carrier or its agent in a currency acceptable to the Carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into the currency of the destination country, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.
- b. All other Carrier charges, defined as any and all charges other than ocean freight and related charges as assessed by Carrier, will be paid on a freight prepaid basis in full in U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

6. Production of Bill of Lading

- a. Carrier shall not release cargo/ goods unless Shipper, Consignee or party holding negotiable bill(s) of lading produces all three Original Bills of Lading.

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Rule #15	Carrier Bill(s) of Lading

1. Carrier's bill of lading includes clauses on its front side and Terms & Conditions on its back that are also relevant to transportation services provided by Carrier.

2. A copy of Carrier's Terms & Conditions are provided at Carrier's web-site <http://www.jwallen.com>.

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Rule #16	Ad Valorem Rates

1. The liability of the Carrier as to the value of shipments at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

2. If Shipper desires to have its cargo covered for a valuation in excess of standard liability limits established by the Carriage of Goods by Sea Act (46USC1300) the Shipper must so stipulate in Carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying to the commodities shipped as specified herein.

3. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 per customary freight unit, the Ad Valorem rate shall be seven (7%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base rate.

<u>Tariff Rule Information</u>	
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Rule #17	Hazardous Cargo

1. Commodities listed in 49CFR172 and any of its subparts will be accepted by Carrier for transportation on a discretionary basis.
2. Commodities listed in 49CFR172 and any of its subparts accepted by Carrier for transportation shall be charged the Dangerous or Hazardous Cargo rate; except where a specific commodity rate is provided for in this tariff.
3. Commodities listed in 49CFR172 and any of its subparts are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and the Ocean Carriers at the risk and expense of the Shipper, Consignee and/or owner(s) of the goods.
4. Transportation of Commodities listed in 49CFR172 and any of its subparts will be governed by the United States Code of Federal Regulations, 49CFR, and any of its parts and/ or subparts, as revised or in superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMDG) as listed below:

Class 1: Explosives

Division 1.1: substances and articles which have a mass explosion hazard,

Division 1.2: substances and articles which have a projection hazard but not a mass explosion hazard,

Division 1.3: substances and articles which have a fire hazard and either a minor blast hazard or a minor projection hazard or both, but not a mass explosion hazard,

Division 1.4: substances and articles which present no significant hazard,

Division 1.5: very insensitive substances which have a mass explosion hazard,

Division 1.6: extremely insensitive articles which do not have a mass explosion hazard

Class 2: Gases

Class 2.1: flammable gases

Class 2.2: non-flammable, non-toxic gases

Class 2.3: toxic gases

Class 3: Flammable liquids

Class 4: Flammable solids; substances liable to spontaneous combustion; substances which, in contact with water, emit flammable gases

Class 4.1: flammable solids, self-reactive substances and desensitized explosives

Class 4.2: substances liable to spontaneous combustion

Class 4.3: substances which, in contact with water, emit flammable gases

Class 5: Oxidizing substances and organic peroxides

Class 5.1: oxidizing substances

Class 5.2: organic peroxides

Class 6: Toxic and infectious substances

Class 6.1: toxic substances

Class 6.2: infectious substances

Class 7: Radioactive material

Class 8: Corrosive substances

Class 9: Miscellaneous dangerous substances and articles

Note: The numerical order of the classes and divisions is not that of the degree of danger.

Marine pollutants and wastes

Many of the substances assigned to classes 1 to 9 are deemed as being marine pollutants. Certain marine pollutants have an extreme pollution potential and are identified as severe marine pollutants.

Tariff Rule Information	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
Rule #18	Overcharge Claims

1. Bill of Lading Commodity Description
 - a. Description of commodities on all Bills of Lading, as verified by a comparison with the description of the corresponding customs declaration and commercial invoice(s), shall determine the rate to be applied.
 - b. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.
 - c. In the event Shipper mis-describes the cargo, Carrier will assess a charge in the amount three times the amount of charges that would have been applicable had the commodity been properly described.

2. Overcharges
 - a. For purpose of uniformity in handling claims for excess measurements, refunds will only be made as follows:
 1. Where an error has been made by the receiving dock in calculation of measurements and findings supported by relative or certified documents.
 2. Against re-measurement at port of loading prior to vessel's departure and findings supported by relative or certified documents.
 3. Against re-measurement by vessel's agent at destination and findings supported by relative or certified documents.
 4. By joint re-measurement of vessel's agent and consignee and findings supported by relative or certified documents.
 5. By re-measurement of a marine surveyor when requested by vessel's agent and findings supported by relative or certified documents.
 6. Re-measurement fees and other expenses in all cases to be paid by party at fault.

3. In cases of claims by shipper of overcharge in weight, the certified commercial invoice(s) and packing list(s), or weight certificate are to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and the claimant's rights under the Shipping Act of 1984.

4. Claims seeking the refund of freight overcharges must be filed with Carrier within 6 months of date of Carriers' invoice, or Shipper will have waived any claim. Complaints seeking overcharges may be filed with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

<u>Tariff Rule Information</u>	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
Rule #19	Use of Carrier Equipment

1. Carrier does not own or lease equipment.

2. When equipment is provided to shippers and/or consignees, any charges assessed by ocean carriers will be for the account of the cargo.

<u>Tariff Rule Information</u>	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
Rule #20	NVOCC's in Foreign Commerce; Bonds and Agents

1. NVOCC Bond
 - a. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515 to ensure the financial responsibility of Carrier for the payment of any judgment for damages or settlement arising from its transportation related activities or order for reparations issued pursuant to Section 11 of the Shipping Act, 1984 or penalty assessed pursuant to Section 13 of the Act.

2. Bond Number: 90459

3. Issued By: **American Alternative Insurance Corporation**
555 College Road East Princeton, NJ 08540

4. Agent for Service
 - a. **Roanoke Trade Services, Inc., 5112 Morningside Drive, Houston, TX 77005-2508** will be deemed to be the Carrier's legal agent for service of process.
 - b. In any instance in which J.W. Allen & Company, Inc. dba Beacon Global Logistics, cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.
 - c. Service of administrative process, other than subpoenas, may be effected upon the Carrier by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

<u>Tariff Rule Information</u>	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
Rule #21	Co-Loading in Foreign Commerce

1. For the purpose of this Rule "Co-Loading" means the combining of cargo, in the import or export foreign commerce of the United States, by two or more NVOCC's for tendering to the ocean carrier under the name of one or more of the NVOCCs.
2. Carrier will, at its discretion, participate in co-loading on a Shipper/Carrier or Carrier/Carrier relationship. If Carrier tenders cargo to another NVOCC, it will be responsible for paying the other NVOCC's freight and other charges.

<u>Tariff Rule Information</u>	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
Rule #22	Pass Through Charges

1. Carrier may publish with immediate effect changes in charges and additional charges which are not under the control of Carrier and which Carrier passes through to its customers without mark-up. Certain of Carrier's charges to Shippers are based on rates charged to Carrier by third parties, such as terminals, public authorities and vessel operating carriers. From time to time, these third parties impose charges on Carrier in a manner that prohibits Carrier from providing thirty days notice of the increase. When Carrier passes these bunker and fuel charge increases through to Shippers without mark-up, they will be published in this Tariff with an effective date matching the effective date of the underlying service provider, whose name shall also be specified in the tariff item. Although Carrier will endeavor to publish these pass through charges as quickly as possible after it receives notice, they may, in some cases, take effect upon publication.

<u>Tariff Rule Information</u>	
Tariff Number:	BGL001
Tariff Title:	J.W. Allen & Company, Inc. dba Beacon Global Logistics NVOCC Tariff
Rule #23	Access to Tariff information

1. This tariff is published on the J.W. Allen & Company, Inc. website at: www.jwallen.com
2. Interested parties should contact J.W. Allen & Company, Inc by email at info@jwallen.com for information concerning this Tariff.