

FMC Tariff Rule 35, NETOTIATED RATE ARRANGEMENTS (NRA)

Effective: 22Aug2018

1. Carrier may, in lieu of publishing a tariff rate, enter into an NVOCC Negotiated Rate Arrangement ("NRA") with any NRA Shipper. The NRA shall contain the following elements:
 - (a) be in writing;
 - (b) contain the legal name of the parties; and contain the names of the representatives of the parties agreeing to the NRA;
 - (c) be agreed to by both NRA Shipper and NVOCC, prior to the date on which the cargo is received by the Carrier or its agent (including originating carriers in the case of through transportation);
 - (d) clearly specify the rate and the shipment or shipments to which such rate will apply; and
 - (e) may be amended after the time the initial shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation), however, such amendments will apply only prospectively to shipments not yet received by the Carrier.
2. Carrier may assign each NRA a unique NRA number.
3. Carrier shall maintain records of each NRA in Accordance with FMC Regulations, 46 CFR 532.7.
4. Carrier's governing rules tariff is provided to shippers at www.dpiusa.com in compliance with FMC Regulations as provided in 46 CFR 532.7.
5. An NRA shall always take precedence over a tariff rate for the same commodity.
6. All rates agreed in an NRA, unless clearly stated to be all-inclusive, shall be subject to surcharges and assessorial as published in Carrier's governing tariff rules. The surcharges and assessorial that will be applied to each NRA are those that are in effect as of the date the first shipment under each NRA is received by Carrier, and such surcharges and assessorial shall remain fixed at that level for the period the NRA is in effect, except when NRAs note third-party surcharges which will apply on a pass-through basis.
7. NRAs proposed by or entered into by Carrier with an NRA Shipper shall contain a confidentiality clause that reads as follows:

The NRA Shipper and Carrier agree that the NRA

Shipper's identity, the rates, charges, terms and conditions offered and/or agreed in an NRA shall be kept confidential from any other shipper or carrier. Any breach of this confidentiality agreement may give rise to a cause of action for actual damages proven to result from such breach of confidentiality.

8. NRA Shipper's agreement to Carrier's NRAs may be provided by a signed agreement or via e-mail indicating acceptance of the NRA terms, or when NRA Shipper books a shipment after receiving the NRA terms from the Carrier and the following text in bold font and all uppercase letters is provided in the NRA:

"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."