MEIKO AMERICA, INC. TARIFF NO. 100 **ORIGINAL TITLE PAGE**

FMC No.: 005240-100

Non-Vessel Operating Common Carrier

Effective Date: 01OCT2012 Published Date: 01OCT2012

Expiration Date:

Controlled Carrier Status: NONE

TITLE PAGE

TARIFF NO. 100

Negotiated Rate Arrangements ("NRA") Governing Rules Tariff
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAK BULK
BETWEEN
U.S. PORTS AND POINTS
(AS SPECIFIED IN RULE 1)
AND
WORLD PORTS AND POINTS

(AS SPECIFIED IN RULE 1-A)

MEIKO AMERICA, INC. is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC license number 002320N.

NOTICE TO TARIFF USERS

Carrier has opted to be exempt from tariff publication requirements pursuant to 46 C.F.R. §520 and 532. In that respect Carrier has opted for exclusive use of Negotiated Rate Arrangements NRAs".

NVOCC NRA means the written and binding arrangement between an NRA shipper or consignee and eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the Carrier or its agent (originating carrier in the case of through Transportation).

Carrier shall issue quotation sheets, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper's or consignee's response by e-mail or other writing (collectively "the writings") which will constitute an offer by Carrier and acceptance by Shipper or Consignee for transportation services pursuant to 46 C.F.R. §520.13 and §532. The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper's cargo. Carrier's or Carrier's agent's receipt of cargo for this shipment constitutes final acceptance by Shipper or Consignee of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper or consignee to accept the offer does not contain the legal name and address of the shipper or consignee and its affiliates agreeing to the NRA, the shipper or consignee must provide these by separate writing which shall be considered part of the NRA. All applicable origin and destination local terminal and/or port charges shall apply to all NRAs.

Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation).

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