

NOSTA SEA & AIR GMBH
Tariff Code
Rule Report
NOSTA SEA & AIR GMBH - NRA GOVERNING RULES TARIFF 002
034099-002
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RULE: 1 Effective: 19Mar2026
(C)

Title Page and Scope

TITLE PAGE

TARIFF NO. 001

NRA GOVERNING RULES TARIFF

NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK

BETWEEN

U.S. PORTS AND POINTS

AND

WORLD PORTS AND POINTS

NOSTA Sea & Air GmbH, is a Non-Vessel Operating Common Carrier (NVOCC) registered with the Federal Maritime Commission (FMC), FMC Organization No. 034099.

Definitions: "Carrier" means NOSTA Sea & Air GmbH acting as a Non-Vessel-Operating Common Carrier (NVOCC). "Ocean Carrier" / "VOCC" means a Vessel-Operating Common Carrier. "MTO" means Marine Terminal Operator.

Carrier, acting as an NVOCC, may utilize Negotiated Rate Arrangements ("NRAs") pursuant to 46 CFR Part 532 and may also utilize NVOCC Service Arrangements ("NSAs") pursuant to 46 CFR Part 531, as applicable. For shipments moving under valid NRAs and in compliance with 46 CFR Part 532, Carrier is exempt from the requirement to include rates in a tariff open to public inspection in an automated tariff system. Carrier maintains public electronic access to its rules tariff, including any required notice of NRA usage, in accordance with applicable FMC regulations.

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 may issue written quotations, booking confirmations, e-mail communications and other writings with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the Carrier. NOTE: "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." The terms contained in the NRA writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shippers cargo. Carrier's or Carrier's agent's receipt of cargo for the shipment constitutes final acceptance by Shipper or Consignee of the NRA offer, and the terms of the NRA shall bind the parties. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received

by the NVOCC. For any pass-through charge for which a specific amount is not included in the NRA or the rules tariff, the NVOCC may invoice the shipper for charges the NVOCC incurs, with no markup. The NRA may list the additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the NVOCC's rules tariff.

SCOPE

Rules and regulations published herein apply between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and Worldwide Ports and Points as specified in Rule 1.A of this tariff:

U.S. ATLANTIC BASE PORTS (ACBP)

- Baltimore, MD
- Boston, MA
- Chester, PA
- Charleston, SC
- Jacksonville, FL
- Miami, FL
- New York, NY
- Newark, NJ
- Norfolk VA
- Philadelphia, PA
- Savannah, GA
- Wilmington, NC

U.S. GULF COAST BASE PORTS: (GCBP)

- Houston, TX
- Galveston, TX
- New Orleans, LA
- Tampa, FL
- Mobile, AL

U.S. PACIFIC COAST BASE PORTS: (PCBP)

- Port Hueneme, CA
- Los Angeles, CA
- Long Beach, CA
- Oakland, CA
- San Francisco, CA
- Portland, OR
- Seattle, WA
- Tacoma, WA

GREAT LAKES BASE PORTS

- Includes Chicago, IL

SUBSTITUTED SERVICE AND INTERMODAL SERVICE

A. SUBSTITUTED SERVICE

This provision shall govern the transfer of cargo by trucking or other means of transportation at the expense of the Ocean Carrier. In no event shall any such transfer arrangements be such as to result directly or indirectly in any lessening or increasing of the cost or expense which the shipper would have borne had the shipment cleared through the port originally intended.

B. INTERMODAL SERVICE

Carrier will provide through intermodal service via all combinations of air, barge, motor and rail service. Intermodal Rates will be shown as single factor through rates as specified in individual NRAs. Carrier's liability will be determined in accordance with the provisions

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indicated in their Bill of Lading (Rule 8 herein).
Intermodal rates will apply via US Atlantic, Gulf or Pacific
Coast Base Ports as specified in the individual NRA of this
tariff. Intermodal rates will apply from locations specified
in rule 1-B.
===== End of Rule Text =====

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CYPRUS

Worldwide Ports and Points

Except as otherwise provided this tariff provides rules and regulations between USA Ports and Points, and Worldwide Ports and Points

AFGHANISTAN
ALBANIA
ALGERIA
AMERICAN SAMOA
ANDORRA
ANGOLA
ANGULLA
ANTARCTICA
ANTIGUA AND BARBUDA
ARGENTINA
ARUBA
ARMENIA
ASHMORE AND CARTIER ISLANDS
AUSTRALIA
AUSTRIA
ARMENIA
AZERBAIJAN
BAHAMAS THE
BAHRAIN
BAKER ISLAND
BANGLADESH
BARBADOS
BASSAS DA INDIA
BELARUS
BELGIUM
BELIZE
BENIN
BERMUDA
BHUTAN
BOLIVIA
BOSNIA & HERZEGOVINA
BOTSWANA
BOUVET ISLAND
BRAZIL
BRITISH VIRGIN ISLANDS
BRUNEI
BULGARIA
BURKINA FASO
MYANMAR
BURUNDI
CAMBODIA
CAMEROON
CANADA
CABO VERDE
CAYMAN ISLANDS
CENTRAL AFRICAN REPUBLIC
CHAD
CHILE
CHINA
CHRISTMAS ISLAND
CLIPPERTON ISLAND
COCOS (KEELING) ISLANDS
COLOMBIA
COMOROS
CONGO
COOK ISLANDS
CORAL SEA ISLANDS
COSTA RICA
CROATIA
CUBA
CURACAO

CZECH REPUBLIC
DENMARK
DJIBOUTI
DOMINICA
DOMINICAN REPUBLIC
ECUADOR
EGYPT
EL SALVADOR
EQUATORIAL GUINEA
ESTONIA
ESWATINI (ex SWAZILAND)
ETHIOPIA
EUROPA ISLAND
FALKLAND ISLANDS (ISLAS MALVINAS)
FAROE ISLANDS
FEDERATED STATES OF MICRONESIA
FIJI
FINLAND
FRANCE
FRENCH GUIANA
FRENCH POLYNESIA
FRENCH SOUTHERN AND ANTARCTIC
GABON
GAMBIA THE
GAZA STRIP
GEORGIA
GERMANY
GHANA
GIBRALTAR
GLORIOSO ISLANDS
GREECE
GREENLAND
GRENADA
GUADELOUPE
GUAM
GUATEMALA
GUERNSEY
GUINEA
GUINEA BISSAU
GUYANA
HAITI
HEARD ISLAND AND MCDONALD ISLA
HONDURAS
HONG KONG
HOWLAND ISLAND
HUNGARY
ICELAND
INDIA
INDONESIA
IRAN
IRAQ
IRELAND
ISRAEL
ITALY
IVORY COAST
JAMAICA
JAN MAYEN
JAPAN
JARVIS ISLAND
JERSEY
JOHNSTON ATOLL
JORDAN
JUAN DE NOVA ISLAND
KAZAKHSTAN
KENYA
KINGMAN REEF
KIRIBATI

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RULE: 1 A Worldwide Ports and Points
(Continued...)

KOREA, DEMOCRATIC PEOPLES REP
KOREA, REPUBLIC OF
KOSOVO
KUWAIT
KYRGYZSTAN
LAOS
LATVIA
LEBANON
LESOTHO
LIBERIA

ROMANIA
RUSSIA
RWANDA
SAN MARINO
SAO TOME AND PRINCIPE
SAUDI ARABIA
SENEGAL
SERBIA
SEYCHELLES
SIERRA LEONE

LIBYA	SINGAPORE
LIECHTENSTEIN	SLOVAKIA
LITHUANIA	SLOVENIA
LUXEMBOURG	SOLOMON ISLANDS
MACAU	SOMALIA
MACEDONIA	SOUTH AFRICA
MADAGASCAR	SOUTH GEORGIA AND THE SOUTH SANDWICH ISLANDS
MALAWI	SPAIN
MALAYSIA	SPRATLY ISLANDS
MALDIVES	SRI LANKA
MALI	ST HELENA
MALTA	ST KITTS AND NEVIS
MAN ISLE OF	ST LUCIA
MARSHALL ISLANDS	ST PIERRE AND MIQUELON
MARTINIQUE	ST VINCENT AND THE GRENADINES
MAURITANIA	SUDAN
MAURITIUS	SURINAME
MAYOTTE	SVALBARD
MEXICO	SWEDEN
MIDWAY ISLANDS	SWITZERLAND
MOLDOVA	SYRIA
MONACO	TAIWAN
MONGOLIA	TAJIKISTAN
MONTENEGRO (FEDERAL REPUBLIC OF YUGOSLAVIA)	TANZANIA, UNITED REPUBLIC OF
MONTERRAT	THAILAND
MOROCCO	TOGO
MOZAMBIQUE	TOKELAU
NAMIBIA	TONGA
NAURU	TRINIDAD AND TOBAGO
NAVASSA ISLAND	TROMELIN ISLAND
NEPAL	TUNISIA
NETHERLANDS	TURKEY
NETHERLANDS ANTILLES	TURKMENISTAN
NEW CALEDONIA	TURKS AND CAICOS ISLANDS
NEW ZEALAND	TUVALU
NICARAGUA	UGANDA
NIGER	UKRAINE
NIGERIA	UNITED ARAB EMIRATES
NIUE	UNITED KINGDOM
NORFOLK ISLAND	URUGUAY
NORTHERN MARIANA ISLANDS	USA
NORWAY	UZBEKISTAN
OMAN	VANUATU
PAKISTAN	VATICAN CITY
PALAU	VENEZUELA
PALMYRA ATOLL	VIETNAM
PANAMA	U.S. VIRGIN ISLANDS
PAPUA NEW GUINEA	WAKE ISLAND
PARACEL ISLANDS	WALLIS AND FUTUNA
PARAGUAY	WEST BANK
PERU	WESTERN SAHARA
PHILIPPINES	WESTERN SAMOA
PITCAIRN ISLANDS	SAMOA
POLAND	YEMEN
PORTUGAL	DEMOCRATIC REPUBLIC OF THE CONGO
PUERTO RICO	ZAMBIA
QATAR	ZIMBABWE
REUNION	===== End of Rule Text =====

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RULE: 1 B Effective: 12Jan2026
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Intermodal Service

Intermodal through rates applies between points in the U.S.
 and worldwide destinations.
 ===== End of Rule Text =====

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RULE: 2 Effective: 19Mar2026
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Use of NVOCC NRAs: Negotiated Rate Arrangements

a. Carrier provides electronic access to this Rules Tariff to the public free of charge. By this prominent notice in its Rules Tariff, Carrier elects to invoke the NVOCC Negotiated Rate Arrangement ("NRA") exemption under 46 CFR Part 532 (including 46 CFR 532.4, 532.5 and 532.6) and the Shipping Act of 1984, as amended (including OSRA 2022). Accordingly, Carrier enters into NRAs that satisfy 46 CFR 532.5 and utilizes such NRAs in lieu of publishing ocean freight rates in a publicly available tariff.

b. 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).

c. Carrier provides public electronic access to this Rules Tariff free of charge at the location stated in Rule 30. This Rules Tariff contains the terms, conditions, classifications, rules, regulations, and practices governing the transportation services offered by Carrier.

d. Carrier may issue written quotations, booking confirmations, e-mail communications and other writings

Carrier. NOTE: "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." The terms contained in the writings shall be a valid offer for 30 days (or a date agreed to by the parties) from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shippers 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. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

e. The NRA may be amended after the time the initial shipment is received by the NVOCC, but such changes may only apply prospectively to shipments not yet received by the NVOCC.

f. All applicable origin and destination local terminal and/or port charges shall be for the account of the cargo.

g. For any pass-through charge for which a specific amount is not included in the NRA or the rules tariff, the NVOCC may only invoice the shipper for charges the NVOCC incurs, with no markup.

h. The NRA may include non-rate economic terms.

with applicable rates and charges for the shipments subject of the NRA, and shipper must provide the Carrier with a signed agreement, or send carrier a written communication, including an email, indicating acceptance of the NRA terms, or book a shipment after receiving the NRA terms from the

i. The NRA may list the additional surcharges or assessorial charges, including pass-through charges, or reference specific surcharges or assessorial charges in the NVOCC's rules tariff.
===== End of Rule Text =====

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RULE: 2 A Effective: 12Jan2026
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Application of NRAs and Charges

1. NRAs are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word Weight or the letter W appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word Measurement or the letter M appears next to an article or commodity, measurement rates are applicable without regard to weight.

NRAs and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRAs indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.

2. Except as otherwise provided, all Port (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the Cargo. NRAs are applicable from Inland Points which lie beyond port terminal areas. Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA.

Alternatively, at shipper's or consignees request, carrier will arrange for inland transportation as shippers or consignees agent.

6. Unless otherwise specified, when NRAs are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

7. The NRA shown except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, NRAs apply only to the specific commodity named and cannot be applied to analogous articles.

9. 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 in conformity with Federal Maritime Commission Regulations."

10. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the cargo. Any Tollage, Wharfage, Handling and/or 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.

11. TYPES OF SERVICES:

All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Ocean Carrier.

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted by Consignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the cargo.

CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

4. NRAs do not include Marine Insurance or Consular fees.

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs. Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

12. SERVICE OPTIONS:

a. The following service types are available and maybe

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offered in NRAs:

Container Yard (Y)

The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds, or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S)

The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or where specified in an Inland Rate Table.

Ocean Port (O)

Ocean Port rates offered in NRAs apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA.

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIPI Service, from Asia to USA

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

13. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading and provided they do not relate in any part to cargo cost and/or ocean freight thereon but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance.

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Packing Requirements

- 1. Except as otherwise provided herein, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.
- 2. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered,

which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

3. Gross weight in pounds, and/or Kos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.

4. Each package, bundle or piece of freight must be plainly marked with the full or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

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Red Sea and Other rerouting of Vessel Charges

1. Merchant acknowledges that for certain transport the underlying vessel will generally travel through certain waterways, including the Red Sea Region, the Panama Canal, and the Suez Canal, where the underlying ocean common carrier has deemed the most convenient route to the discharge port. Merchant acknowledges that there are current risks that any such Waterway may be blocked, closed, attacked by hostile forces or that the vessel may otherwise encounter significant delays and may opt to circumvent the Waterway. The underlying carrier may opt to exercise the following at its discretion: (1) the vessel may wait at the Waterway, and/or (2) may opt to pay additional fees in order to access the Waterway sooner; and/or (3) the vessel may sail such alternative route as the vessel operation common carrier deems suitable, including routes via the Cape of Good Hope at the southern tip of Africa vice traversing the Red Sea, and/or (3) the vessel operator may discharge the cargo at a close or convenient port with all of the

Carrier's obligations under this contract being considered fulfilled. The Merchant shall be liable to pay the Carrier for the vessel operators assessment of vessel detention at a daily detention rate on a pro rata basis with other cargo on the vessel for any time waiting exceeding certain specified time period and for the costs for consequent increase in time for sailing an alternative route plus any additional costs of all kinds, including, but not limited to bunkers resulting from such deviations and or alternate services, and to the consequences of force majeure which the underlying ocean common carrier may deem necessary to enforce as a result of the activities noted herein.

To the extent that any cargo is damaged pursuant to decisions taken or not taken by the underlying carrier which results in damages to the cargo from third party activities relevant to the waterway or other actions chosen by the underlying ocean carrier shall be allocated to the Merchant and/or cargo interest to the extent that such damage does not result directly from the gross negligence of Carrier.
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Diversion by Carrier

When the Ocean Carrier discharges cargo at a terminal port other than the port named in the ocean bill of lading, 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 hereunder:

1. To ocean carrier's terminal (motor, rail or water), at port of destination declared on the bill of lading at the expense of the ocean carrier. Carrier may, at their convenience, deliver cargo to ports en-route between Carrier discharging terminal and carriers delivery terminal provided the NRAs are already provided for such destinations in individual commodity items.
2. The ocean carrier may forward cargo direct to a point

designated by the consignee, provided the consignee pays the cost which he would normally have incurred either by rail, truck or water, to such point if the cargo has been discharged at the terminal port named in the ocean bill of lading within any commercial zone, such payment by the consignee shall be the cost he would normally have incurred to such point of delivery.

NOTE: In the event of cargo being discharged at carriers convenience at a port other than the port of destination named in the bill of lading, the NRA 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 by such as to result directly or indirectly in any lessening or would have borne had the shipment cleared through the port originally intended.

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===== End of Rule Text =====

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RULE: 2 030 Effective: 12Jan2026
 (I) (R)

Booking Cancellation Fee (BCF) No Show Fee (NSF)

Effective August 9, 2021, Carrier has implemented a Booking Cancellation Fee (BCF) on all types of containers. If the Shipper-Merchant wishes to cancel shipment(s) after the Booking Confirmation has been issued, a cancellation notice must be provided by the Merchant to the Carrier in writing not less than five (5) days before the scheduled estimated time of departure (ETD) and shall also pay the Carrier a cancellation fee. The BCF shall be provided in each individual NRA. If a cancellation is provided, but not

within the time indicated above, a cancellation fee shall be imposed. All BCF fees imposed shall apply to the account of the cargo.

No-Show Fee (NSF)

If the merchant fails to notify the Carrier of cancellation of part or all containerized goods in accordance or fails to deliver part or all of the containerized goods for shipment, the Merchant shall pay a no-show fee (NSF). The NSF shall be provided in each individual NRA. All NSF fees imposed shall apply to the account of the cargo.
 ===== End of Rule Text =====

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Except as otherwise provided, rates apply per 1000.0 KGS or 1.0 CBM, whichever produces the greater revenue.

RULE: 2 035 Effective: 19Mar2026
(C)

Rules 2-035 and 2-035A

Rule 2-035:
Spot Rates, Disruptions, Congestion, Rerouting, and Revenue Recovery Charges

1. Carrier's services and the transportation of cargo may from time to time be affected by disruptions arising from geopolitical events, armed conflict, sanctions, civil unrest, labor disruption, port or terminal congestion, vessel delays, equipment shortages, rerouting, canal or waterway restrictions, force majeure events, severe weather, natural disasters, public health emergencies, pandemics, epidemics, quarantine measures, governmental actions, regulatory restrictions, or any other event, circumstance, or condition beyond Carrier's reasonable control, whether foreseen or unforeseen, that delays, prevents, impairs, restricts, increases the cost of, or otherwise affects the receipt, carriage, transshipment, routing, delivery, or performance of cargo.

2. In the event that any such disruption affects the availability, routing, timing, acceptance, loading, carriage, transshipment, discharge, or delivery of cargo, and an underlying ocean common carrier imposes increased rates, additional charges, spot rates, space protection charges, congestion-related charges, revenue recovery surcharges, or other similar charges as a condition of accepting, loading, carrying, rerouting, or delivering cargo, Carrier may accept such charges where Carrier reasonably determines that doing so is necessary to avoid or mitigate delay, non-delivery, storage, demurrage, detention, or other operational or commercial harm to the cargo or the transportation service.

3. If Shipper elects not to proceed under such conditions, Shipper must timely notify Carrier in writing. In such event, Carrier may take such steps as are reasonably necessary in relation to the cargo, including storage, suspension, termination of transportation, assertion of lien rights, or other lawful disposition, all at the account and risk of the cargo.

4. To the extent the applicable NRA is not an all-in rate, the NRA shall specify whether additional surcharges, assessorial charges, or ocean common carrier general rate increases may apply. Any pass-through charge not specifically stated in a fixed amount in the applicable NRA or Rules Tariff shall be invoiced only in the amount actually incurred by Carrier, without markup.

5. Any increase in a freight rate, surcharge, assessorial

charge, or other amount that is not a vessel-operating common carrier general rate increase and that is not expressly provided for in the applicable NRA shall be effective only by written amendment to the applicable NRA or by issuance of a new NRA. Such amendment or new NRA must be agreed to by the parties in writing, including by e-mail, or may be accepted by booking or shipping cargo after receipt of the amended or new NRA, provided the NRA contains the required notice that Shippers booking of cargo or shipping of cargo after receipt of the NRA constitutes acceptance of the NRA or amended NRA.

6. Until such acceptance occurs, Carrier shall have no obligation to provide transportation under the increased rate or charge, and may decline to book, receive, load, carry, or arrange transportation of the cargo on the affected terms.

Rule 2-035A:
Ocean Carrier Surcharges and General Rate Increase (GRI) Pass-Throughs

1. Pursuant to 46 CFR 520.7, Carrier may pass through to Shipper, at cost and without markup, only those vessel-operating common carrier surcharges, assessorial charges, general rate increases, terminal charges, canal tolls, additional charges, or other clearly defined categories of charges that are expressly identified in this Rules Tariff or in the applicable NRA or NSA. Any fee charged by Carrier for services provided by Carrier to Shipper shall be separately stated, shall be distinguished from any passed-through vessel-operating common carrier charge, and shall specify the service for which Shipper is being charged.

- General Rate Increases (GRIs)
- Bunker and marine fuel related surcharges
- Terminal handling charges
- Destination delivery charges
- Peak season surcharges
- Security-related surcharges
- Trade-specific surcharges
- Customs, manifest, and filing related pass-through charges
- Emissions-related compliance surcharges, where separately governed by Rule 10-A

2) For shipments moving under an NRA, any pass-through charge not stated in a fixed amount in the applicable NRA or Rules Tariff may be invoiced only in the amount actually incurred by Carrier, without markup, consistent with 46 CFR 532.5(d)(2)(iv).

===== End of Rule Text =====

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RULE: 2 040 Effective: 12Jan2026
(I)(R)

Container Capacity

Where rules or NRAs refer to capacity of containers, the standard capacity for the purpose of freight rating shall be as indicated in each individual NRA.

NOTE 1: The combined weight of shipper-loaded cargo and containers with chassis and tractor shall not exceed the over-the-road weight limitation in various States of the U.S.A.

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End of Rule Text =====

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RULE: 2 050 Effective: 12Jan2026
(I)(R)

Shipper Furnished Containers

In lieu of the carrier furnished containers, shippers may offer cargo for ocean transportation in shipper furnished

B. Shipper furnished containers will be subject to inspection, approval and acceptance for carriage on the carriers vessel prior to loading by the carriers authorized personnel. Any containers found to be unsuitable will not be accepted for transport.

containers subject to the following provisions:

A. The container must be of body and frame construction acceptable to the carrier and must be manufactured and equipped in accordance with all applicable United States, other local National and International Laws, Regulations and Safety requirements.

C. Each such container and its cargo will be subject to all rates, rules and regulations of this tariff.

D. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholder ship of the container offered for shipment.

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===== End of Rule Text =====

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RULE: 2 060 Effective: 12Jan2026
(I)(R)

Measurement and Weight

Tariff reference to "W" and "M" signify 1,000 kilos and 1 cubic meter respectively. Whenever freight charges are assessed on a W/M weight or measurement basis or where rates are provided on both a W and M basis, the freight charges will be computed on the gross weight or the overall measurement of the pieces or packages, whichever computation produces the greater revenue to the Carrier.

1. All packages will be measured in Centimeters and weight in Kilograms.

require measuring/weighing for purposes of confirming volume/weight of cargo. For such shipments, however, there must be a certificate from an officially appointed Sworn Measurer to confirm the exact location at which the shipment was stuffed into the container.

5. Misdescription, Underweights and Undermeasurement

A. The carrier at loading port will assess freight on the shipments on the basis of the gross weights and/or measurements declared or deemed to have been declared by Shippers. Such assessment is subject to the terms and conditions of the carrier's Bill of Lading. Notwithstanding the foregoing Carrier may arrange at the port/point of

2. Rounding off- Dimensions

Where parts of centimeter occur in dimensions, such parts below 0.5 cm. are to be ignored, and those of 0.5 cm. And over are to be rounded off to the centimeter above.

3. Calculating Cubic Measurements

The three dimensions in centimeters (rounded off in accordance with (2)) are to be multiplied together to produce the cube of one package or piece in cubic meters to six decimals.

In the case of a single package the decimals are to be rounded off at the second decimal, i.e., if the third decimal is below 5 the second decimal remains unaltered; if the third decimal is 5 or higher the second decimal is to be adjusted upwards.

In the case of multiple packages of like dimensions, the cube on one package to six decimals is to be multiplied by the number of packages and the total cube is then to be rounded off to two decimals under the foregoing procedure.

4. Official Measurers and Weighers

The straight loaded shipments of consolidator Cargo, stuffed at Carrier's nominated off dock CY locations, does not

destination for the verification of the description, measurement, or weights of all such shipments as they, at their sole discretion, may decide and in all such cases the description, measurements or weights so obtained shall be used for determining the correct amount of freight which has to be paid and expense incurred should be for account of cargo.

B. If the gross weights and/or measurements declared by the Shippers are less than those ascertained and if the Shippers, by notification to the Carrier, within seven (7) days of the vessels sailing from port of loading or the consignees, by notification to the Carrier prior to the shipment leaving the custody of the Carrier, maintain that the gross weights and/or measurements stated by them are correct, freight shall be assessed provisionally on the controllers' figures and subsequently adjusted, if necessary, after an outturn reweighing and/or re-measuring. If such outturn re-weighing, re-measuring and/or resurveying shows that the gross weights, measurements and/or description were understated and/or misdeclared by the Shippers, re-measuring and/or resurveying shall be for the account of the cargo.

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RULE: 2 070 Effective: 12Jan2026
(I)(R)

Overweight Containers

Shipper/Consignee for CY origin shipments shall be jointly severally and absolutely liable for any fine, penalty or other sanction imposed upon carrier, its agent motor/rail carrier by authority for exceeding lawful over-the-weight limitations in connection with any transportation services provided under this tariff and occasioned by any act of commission or omission of the shipper/consignee, its agent or contractors, and without regard to intent, negligence or any other factor. When carrier pays any such fine or penalty and assumes any other cost or burden, arising from such an event, it shall be on behalf of and for benefit of the cargo interest and carrier shall be entitled to full reimbursement therefore upon presentation of an appropriate invoice.

Nothing in this rule shall require carrier, its agents or motor/rail carrier to resist, dispute or otherwise oppose the levy of such a fine, penalty or other sanction and carrier shall not have any liability to the cargo interest should it not do so. Any charges incurred in re-handling cargo to comply with maximum weight restrictions will be for the account of the cargo. The party responsible (i.e., the shipper or the consignee) for the shipment exceeding any lawful weight limitation shall indemnify and hold the ocean carrier transporting the shipment, its agents and the motor/rail carrier(s), harmless from any and all damages or liability from claims by whomever brought arising in whole or in part from the shipment exceeding any lawful weight limitation. Such indemnification shall include attorneys' fees and all costs incurred in the defense of such claim(s).
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RULE: 2 080 Effective: 12Jan2026
 (I)(R)

Shipper's Load And Count

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as Shippers load and count and the Bill of Lading shall be so annotated, and:

No container will be accepted for shipment if the weight of the contents thereof exceeds the weight carrying capacity of the container.

Carrier will not be directly or indirectly responsible for:

- 1) Damage resulting from improper loading or mixing of articles in containers, or shipper's use of unsuitable or inadequate protective and securing materials when loading to open-side flat-rack type containers.
- 2) Any discrepancy in count or concealed damage to articles.

Except as otherwise noted, shipments destined to more than one port of discharge may not be loaded by the shipper into the same container.

Except as otherwise provided, materials, including special fittings, and labor required for securing and properly stowing cargo in containers moving in CY service, including but not limited to lashing, bulkheads, cross members, platforms, dunnage and the like must be supplied by shippers at their expense and the carrier shall not be responsible for such materials nor their return after use.

The carrier shall not be liable in any event for any claim for loss or damage to the cargo arising out of improper or inadequate mixing, stuffing, tallying or bracing of cargo within the container.

===== End of Rule Text =====

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RULE: 2 090 Effective: 19Mar2026
(C)

Diversion / Change of Destination (By Merchant)

A 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 / Change of Destination:

For purposes of this Rule, "Diversion" or "Change of Destination" means any request made after receipt of the cargo by Carrier to change the port of discharge, place of delivery, inland destination, final delivery address, or other delivery location originally stated in the booking, shipping instructions, bill of lading, or other transport document.

A change solely to the name of the consignee, notify party, order party, or other documentary party, without any change to the port of discharge, place of delivery, inland destination, final delivery address, or other delivery location, shall not constitute a Diversion or Change of Destination under this Rule, but may be treated as a documentary amendment subject to any separately applicable charges.

B. Conditions:

1. Any request for a Diversion or Change of Destination must be made in writing by the Merchant and received by Carrier sufficiently in advance to permit operational handling. Carrier will use diligent efforts to accommodate such request but shall have no obligation to do so where the requested change is operationally impracticable, unlawful, inconsistent with underlying carrier restrictions, or received after cargo has been discharged, delivered, or otherwise placed beyond Carrier's reasonable operational control for the originally contracted port of discharge, place of delivery, inland destination, final delivery address, or other delivery location.

requested or issued.

3. This Rule applies only to full Bill of Lading quantities or full container loads, unless otherwise agreed by Carrier in writing.

4. A shipment may be subject to only one Diversion or Change of Destination request, unless Carrier agrees otherwise in writing. Any request to cancel an accepted Diversion or Change of Destination request shall itself be treated as a further amendment request and may be accepted only if operationally feasible and only upon payment in full of all charges and costs already incurred. No refund shall be due for charges already incurred or assessed, and any additional costs shall be for the account of the cargo.

5. In addition to actual out-of-pocket costs incurred by Carrier, an administrative diversion fee of USD 50.00 per bill of lading shall apply where the diversion request is received prior to vessel departure from origin port, and USD 300.00 per bill of lading shall apply where the diversion request is received after vessel departure from origin port.

C. Charges:

1. The Merchant requesting a Diversion or Change of Destination shall be responsible for all actual costs, charges, expenses, and liabilities incurred by Carrier or assessed against Carrier by any underlying ocean carrier, terminal, inland carrier, customs authority, or other third party as a result of such request.

2. To the extent an Ocean Carrier (VOCC) or other third party assesses a charge because of a change in port of discharge, place of delivery, inland destination, final delivery address, or other delivery location, Carrier shall pass through such charge at cost and without markup, consistent with Rule 26.

3. Carrier may assess a separate NVOCC

2. Cargo moving under a non-negotiable Bill of Lading may be subject to Diversion or Change of Destination at the request of the Merchant or other party entitled to give instructions. Cargo moving under a negotiable Bill of Lading may be subject to Diversion or Change of Destination only upon surrender of the properly endorsed original Bill of Lading, unless Carrier in its sole discretion agrees otherwise and no replacement negotiable Bill of Lading is

administration/handling fee for processing a Diversion or Change of Destination request only if such fee is separately stated in the applicable NRA or otherwise agreed in writing prior to Carriers receipt of the cargo.

4. All Diversion / Change of Destination charges shall be payable by the party requesting the change.

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 ===== End of Rule Text =====

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RULE: 2 100 Effective: 12Jan2026
 (I) (R)

Security Fees

Security Fees may be applicable on shipments and identified in each individual NRA.

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 ===== End of Rule Text =====

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RULE: 2 110 Effective: 12Jan2026
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Restricted Articles

Except as otherwise provided, the following articles will not be accepted for transportation:

1. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
2. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carriers containers or cargo.
3. Bank bills, coin or currency; deeds, drafts, notes or valuable paper of any kind; jewelry including costume novelty jewelry, except where otherwise specifically provided , postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with carrier.
4. Corpses or cremated remains.
5. Animals, birds, fish, livestock.
6. Eggs, viz: Hatching.

7. Poultry or pigeons live (including birds, chickens, ducks, pheasants, turkeys, and any other fowl).

8. Silver articles or ware, sterling.

9. Except as otherwise provided herein or in tariffs making reference hereto, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the carrier to accept an article so offered for transportation when enclosure in a container is reasonably necessary for protection and safe transportation.

10. Carrier, except as provided in tariffs making reference hereto, will not accept for transportation articles which, because of their length, weight or bulk cannot in carrier's judgment be safely stowed wholly within the trailer or containers dimensions. accept

11. Except as provided in tariffs making reference hereto, shipments requiring temperature control.

12. Shipments containing cargo likely to contaminate or injure other cargo, including green salted hides.

===== End of Rule Text =====

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RULE: 2 120 Effective: 12Jan2026
(I)(R)

Freight All Kinds (FAK)

Unless otherwise provided herein, any cargo described as
Freight All Kind shall consist of a minimum of two different
commodities. Further restrictions to the items shall be
contained in the NRA.

===== End of Rule Text =====

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RULE: 2 130 Effective: 12Jan2026
(I)(R)

ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

Different levels of Service may be offered by the Carrier.
Unless otherwise specified in the individual NRA, NRAs are
applicable for Regular
Service.

===== End of Rule Text =====

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RULE: 2 140 Effective: 12Jan2026
 (I) (R)

AES USA EXPORT SHIPMENTS

Carrier requires complete and accurate Automated Export System / Shippers Letter of Instructions no later than 48 hours prior to port cut-off date. U.S. Customs and Border Protection (CBP) may impose penalties for failure to comply with the U.S. Bureau of Census, Mandatory Automated Export System regulations. Description of commodities shall be uniform on all copies of the B/L and MUST be in conformity with a validated U.S. Export Declaration, EEI (Electronic Export Information) filings to the U.S. Customs Automated

Export Systems (AES), and/or Consular Documents covering the shipment. The Carrier may verify the B/L description with any of the above shipping documents or information to assure accuracy. Amendments or corrections in the commodity description will be accepted ONLY if validated by U.S. Customs and in conformity with all other shipping documents. If shipments are NOT covered by a Shipper's Export Declaration, as permitted by Export Control Regulations, Shippers MUST insert the applicable commodity Schedule B number in the Line Copy of the B/L.

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 End of Rule Text =====

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RULE: 2 150 Effective: 12Jan2026
(I)(R)

DOCUMENTATION FEE

Document fees are considered origin and destination local charges and shall be for the account of the cargo.

===== End of Rule Text =====

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RULE: 2 160 Effective: 12Jan2026
(I)(R)

AMS PROCESSING FEE

Except as otherwise noted in each individual NRA, all Shipments are subject to the U.S. Manifest Processing Fee as specified in each individual NRA. If a correction and/or

amendment are made to data that has already been filed with the U.S. Customs thru the Automated Manifest System, Carrier will assess a Correction Fee in addition to all other applicable charges.

===== End of Rule Text =====

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RULE: 2 170 Effective: 12Jan2026
(I)(R)

SUBMISSION OF CARGO DECLARATION DATA

A. SUBMISSION OF CARGO DECLARATION DATA; DEADLINE FOR SAME. Pursuant to Customs regulations effective December 2, 2001, Carrier is required to submit certain cargo declaration data for all cargo on board a vessel that will call in the United States (i.e., U.S. import cargo and foreign destination cargo remaining on board the vessel) to the U.S. Customs

has posted the required financial security with the FMC.

1. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph C(1) above that it is not required to do so, in lieu of the information required to be submitted pursuant to paragraph A of this rule, provide the Carrier, not later than the deadline for shipper submission of cargo information under paragraph B of

Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel at each non-U.S. port of loading. In order to enable Carrier to comply with this requirement, except as provided in paragraph B of this rule, any person tendering cargo to Carrier that is to be transported to the United States or that will be on a vessel when that vessel calls in the United States must provide the following information regarding such cargo to Carrier in writing (including by electronic transmission) in sufficient time for Carrier to transmit the data to the Customs Service at least 24 hours prior to the loading of the cargo on Carrier's vessel. Failure to comply with these requirements will result in cargo not being loaded.

1. A precise description of the cargo (or the 6-digit HTS number under which cargo is classified) and weight of the cargo or, for a sealed container, the shipper's declared description and weight of the cargo. The quantity of cargo shall be expressed in the lowest external packaging unit (e.g., a container containing 10 pallets with 200 cases shall be described as 200 cases). Generic descriptions, including, but not limited to, 'FAK,' 'General Cargo,' 'Chemicals,' 'Foodstuffs,' and terms such as 'Said to Contain' are NOT acceptable descriptions.

2. Shipper's complete name and address, or the identification number issued to the shipper by the U.S. Customs Service upon implementation of the Automated Commercial Environment ('ACE').

3. Complete name and address of the consignee, owner or owner's representative, or its ACE identification number.

4. Internationally recognized hazardous material code when such materials are being shipped.

5. Seal numbers for all seals affixed to the container.

B. TIME FOR SUBMISSION OF DATA BY SHIPPERS TO CARRIER. Except as otherwise provided below, the time for shipper to submit data to Carrier shall be as follows:

1. Shippers who submit their shipping instructions in paper format will be required to submit their shipping instructions to Carrier no later than seventy-two (72) hours prior to vessel arrival at the foreign port of load. This applies to all U.S. destined cargo as well as cargo intended to be transhipped at a U.S. port and cargo that will remain on the vessel for carriage to a non-U.S. port.

C. CERTAIN NON-VESSEL OPERATING COMMON CARRIERS. Non-vessel operating common carriers ('NVOCCs') that are licensed by or registered with the FMC and that have obtained Customs bonds may submit the required inbound cargo declaration data directly to the U.S. Customs Service in accordance with Customs Service regulations and guidelines. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, has published a valid and effective rules tariff, and

this rule, with a written certification stating that the required inbound cargo declaration data for its cargo has been transmitted to the U.S. Customs Service in a timely and accurate manner. Such certification shall describe the cargo tendered with sufficient specificity (including container number) that Carrier may readily identify such cargo.

2. NVOCC Co-Loading. For purposes of this paragraph, the term 'Master NVOCC' shall mean the NVOCC that is the customer of the Carrier and tenders co-loaded cargo to the Carrier in its name. In the event the Master NVOCC submits cargo declaration data for co-loaded cargo directly to the Customs Service, it shall do so for all NVOCCs with which it co-loads. In the event the Master NVOCC does not submit cargo declaration data for co-loaded cargo directly to the Customs Service but NVOCCs with which it co-loads transmit cargo declaration data for their cargoes directly to the Customs Service, it shall be the obligation of the Master NVOCC to provide Carrier with the certification described in subparagraph C (1) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

3. All NVOCCs shall be subject to Paragraphs D and E of this rule.

D. FAILURE TO PROVIDE INFORMATION; DENIAL OF PERMISSION TO LOAD CARGO.

1. In the event Carrier fails to provide the required inbound cargo declaration data to the U.S. Customs Service for all cargo to be loaded on its vessel within the timeperiod required by Customs Service regulations it may, among other things, be assessed a civil penalty, denied permission to unload the cargo for which information was not timely provided, and/or denied permission to unload any cargo from the vessel on which the cargo is moving. Accordingly, Carrier may refuse to load any cargo tendered to it for which it has not received either (i) the data required by paragraph A of this rule by the deadline specified pursuant to paragraph B; or (ii) the certification required by paragraph C of this rule by the deadline specified therein.

2. Any and all costs incurred by Carrier with respect to cargo in its possession which is not loaded due to the non-provision of information or certification, or which is not loaded pursuant to the instructions of the U.S. Customs Service (regardless of whether or not the required data or certification has been provided for such cargo), including but not limited to inspection, storage and/or re-delivery costs, shall be for the account of the cargo. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including reasonable attorneys' fees and expenses) incurred in connection with such legal action.

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RULE: 2 170 SUBMISSION OF CARGO DECLARATION DATA
(Continued...)

E. INDEMNIFICATION OF CARRIER. If Carrier is assessed a civil penalty or fine or is denied permission to unload cargo, because of the failure of any and all shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) to provide the information required by this rule and/or by the regulations or guidelines of the U.S. Customs Service in a complete and accurate manner, then such shippers, consignees, cargo owners, NVOCCs, shippers' associations and their agent(s) shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty or fine and any and all costs, damages or liability, direct, indirect, special or consequential, incurred by the Carrier as a result of the denial of permission to unload cargo or any delays related thereto. Carrier shall have a lien on cargo in its possession for amounts due hereunder and may hold cargo until such amounts (and any other unpaid freights or

charges) are paid or sell such cargo after a reasonable period. In the event Carrier is forced to take legal action to collect amounts due hereunder, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action.

F. CONFIDENTIALITY. Carrier acknowledges that the information required by the Customs Service may constitute confidential information that is not generally available to the public. Carrier, in accordance with the requirements of Section 10(b)(13) of the Shipping Act of 1984, as amended, will keep confidential, to the extent permitted by law, all Shipper bill of lading information, including information related to underlying shippers and commodities in respect of containers of less than container load cargo containing shipments by more than one Shipper.

===== End of Rule Text =====

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RULE: 2 180 Effective: 12Jan2026
 (I) (R)

U.S. CUSTOMS RELATED CHARGES

Shippers must comply with all customs and consular regulations. Any fine or penalty imposed by government authorities for failure to comply with customs or consular regulations shall be at the expense of shipment, or merchant. Goods which are not cleared through customs for any reason may be cleared by Carrier at the expense of the shipment or merchant and may be warehoused at the risk and expense of the shipment or merchant or may be turned over to

the Customs authorities without any further responsibility on the part of the Carrier. NRAs are not inclusive of U.S. Customs related charges, such as, but not limited to, Customs clearance assessments, USDA/FDA/US customs examination, X-ray, insurance, storage, forwarding charges, drayage, demurrage, bonded warehousing, formal customs entry, if required, or tax and duties. Any such accrued U.S. Customs related charges shall be at the expense of the shipment, cargo, or merchant.
 ===== End of Rule Text =====

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RULE: 2 190 Effective: 12Jan2026
 (I)(R)

LIEN NOTICE

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en-route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments of the Merchant and if such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell at

public auction or private sale, upon ten (10) days written notice (counting from sending of the notice) by registered mail to the Merchant, the Goods, wares and/or merchandise or so much necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sales. For the avoidance of doubt, the lien on the Goods survives delivery of the Goods.
 ===== End of Rule Text =====

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RULE: 2 200 Effective: 12Jan2026
(I) (R)

Cargo Roll-Over Fee

Carrier will require complete and accurate shipping instructions by the Document Due by Date mentioned on the NRA, Booking Confirmation / Rate Confirmation document. If

not received by the Document Due By date, cargo will be rolled/postponed to the next available vessel and all costs associated with the postponement (handling, storage, demurrage, etc.) will be billed to the Shippers/Owners Account.

===== End of Rule Text =====

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RULE: 2 210 Effective: 19Mar2026
 (C)

Free Time Detention / Demurrage / Storage

The term "Demurrage" indicates a daily charge assessed to the shipper/consignee for the use of space, the occupation of land at marine terminals and/or services provided at the carrier's load/discharge port, rail ramp or inland container yard (CY) facility when the cargo remains in or on carrier's containers, tanks or trailers and/or such facilities beyond the permitted free-time as stipulated per tariff or contract of the vessel operator or the marine terminal after the expiration of free time. The term "Detention" (includes Tank Demurrage) indicates a charge for the use of equipment. The term "Free time" indicates the grace period for which neither of these charges will be incurred.

Any charges for storage, detention or demurrage of freight or containers, as a result of being in excess of the free time prescribed or agreements, assessed by vessel operators on whose vessel cargo is/was transported or terminal operator at origin point or port or destination point or port due to some default or oversight of shipper or consignee or holder of bill of lading is for the account of such shipper, consignee or holder of a relevant bill of lading ("holder"). The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for the payment of all detention, demurrage, or storage charges before, during and after the carriage of the cargo.

For purposes of Demurrage or Detention, the following definitions shall apply: Billed Party -- means the person receiving the demurrage or detention invoice and who is responsible for the payment of any incurred demurrage or detention charge.

Billing Party -- means the ocean common carrier, marine terminal operator, or non-vessel-operating common carrier who issues a demurrage or detention invoice.

Consignee -- means the ultimate recipient of the cargo; the person to whom final delivery of the cargo is to be made.

Demurrage or Detention -- mean any charges, including "per diem" charges, assessed by ocean common carriers, marine terminal operators, or non-vessel-operating common carriers related to the use of marine terminal space (e.g., land) or shipping containers, but not including freight charges.

Demurrage or Detention Invoice -- means any statement of charges printed, written, or accessible online that documents an assessment of demurrage or detention charges.

Person -- means an individual, corporation, or company,

ii. The container number(s);
 iii. For imports, the port(s) of discharge; and
 iv. The basis for why the billed party is the proper party of interest and thus liable for the charge.

2. Timing information:

i. The invoice date;
 ii. The invoice due date;
 iii. The allowed free time in days;
 iv. The start date of free time;
 v. The end date of free time;
 vi. For imports, the container availability date;
 vii. For exports, the earliest return date; and
 viii. The specific date(s) for which demurrage and/or detention were charged.

3. Rate information:

i. The total amount due;
 ii. The applicable detention or demurrage rule (e.g., tariff name and rule number, terminal schedule, applicable service contract number and section, or applicable negotiated arrangement) on which the daily rate is based; and
 iii. The specific rate or rates per the applicable rule.

4. Dispute information:

i. The email, telephone number, or other appropriate contact information for questions or request for fee mitigation, refund, or waiver;
 ii. Digital means, such as a URL address, QR code, or digital watermark, that directs the billed party to a publicly accessible website that provides a detailed description of information or documentation that the billed party must provide to successfully request fee mitigation, refund, or waiver; and
 iii. Defined timeframes that comply with 46 CFR Part 541 during which the billed party must request fee mitigation, refund, or waiver and within which Carrier will resolve such requests.

5. Certifications:

i. A statement that the charges are consistent with any of the Federal Maritime Commission's rules related to demurrage and detention, including, but not limited to, 46 CFR Part 541 and 46 CFR 545.5; and
 ii. A statement that Carrier's performance did not cause or contribute to the underlying invoiced charges.

B. Timeliness of invoices.

Carrier must issue any demurrage or detention invoice it assesses as a Billing Party within the timeframes required by 46 CFR 541.7. If Carrier does not timely issue the invoice in accordance with 46 CFR 541.7, the billed party is not required to pay the charge.

including a limited liability company, association, firm, partnership, society, or joint stock company existing under or authorized by the laws of the United States or of a foreign country.

A. Carrier as Billing Party (Carrier-assessed D&D). If Carrier assesses its own demurrage and/or detention charges in its NRA, NSA or Rules Tariff, then Carrier's demurrage and/or detention invoice must comply with 46 CFR Part 541 (including 46 CFR 541.6-541.8) and 46 U.S.C. 41104(d)-(f). At a minimum, the invoice must include:

- 1. Identifying information:
 - i. The Bill of Lading number(s);

C. Pass-through D&D (Carrier as intermediary). If Carrier is not assessing its own demurrage and detention charges but is the Consignee on the Ocean common carrier's Master bill of lading, Carrier shall timely pass through without markup the ocean common carrier's and/or terminal invoices to the Consignee on its house bill of lading and/or the party to whom final delivery is to be made, consistent with Rule 2-220.

D. Disputes of non-compliant D&D invoices received from VOCCs/MTOs. If demurrage/detention invoices received from a VOCC, MTO, or other Billing Party do not include the required contents of 46 CFR 541.6 and/or are not timely issued under 46 CFR

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RULE: 2 210 Free Time Detention / Demurrage / Storage
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541.7, or otherwise may appear to be inaccurate, Carrier may return and dispute the non-compliant invoices to the Billing Party with the opportunity to make any necessary adjustments to have the invoices become compliant under applicable FMC laws and regulations. Carrier may pass through such disputed invoices to Shipper for information

only and provide notice that the invoices may become due and payable by the Shipper if the subject invoices are resolved and determined to be compliant and payable under applicable FMC laws and regulations.

===== End of Rule Text =====

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RULE: 2 220 Effective: 19Mar2026
 (C)

Demurrage and Detention (D&D) Tariff SOPs

1. D&D invoices received from VOCCs/MTOs and pass-through procedures to pertinent party.

a. Pass-through D&D invoices must be passed through promptly by Carrier (NVOCC) to the person to whose account the NVOCC provided: (i) ocean transportation; (ii) storage of cargo; or (iii) the NVOCC's Consignee on its house bill of lading, the ultimate recipient of the cargo; the person to whom final delivery is to be made.

b. The pass-through charge(s) are for amounts not specifically included in an NRA, NSA, or the NVOCC's Rules Tariff and must be passed through without a mark-up, consistent with 46 CFR 532.5(d)(2)(iv).

c. As a Billing Party issuing a pass-through demurrage or detention invoice, Carrier (NVOCC) will issue its invoice to the billed party in compliance with 46 CFR 541.6-541.8, including the invoice content requirements in 46 CFR 541.6, the timeliness requirements in 46 CFR 541.7(b), and the dispute/mitigation timeframes in 46 CFR 541.8. If Carrier (NVOCC) does not issue its pass-through invoice within thirty (30) calendar days from the issuance date of the demurrage or detention invoice it received from its Billing Party, then the billed party is not required to pay the charge.

d. Carrier (NVOCC) that receives a D&D invoice from a VOCC, MTO, or other Billing Party may seek waiver, mitigation, or refund from that Billing Party for reasons including, but not limited to: (i) untimely issuance of the invoice under 46 CFR 541.7(a); (ii) failure to include the contents required pursuant to 46 CFR 541.6; (iii) invoicing the

incorrect billed party; and/or (iv) any other lawful reason for requesting waiver, mitigation, or refund. Carrier will submit such request to its Billing Party within thirty (30) calendar days of the issuance date of the invoice it received, or within such other timeframe as may be allowed under applicable law.

e. Carrier (NVOCC) that passes on a D&D invoice to a billed party that is disputed by the party receiving the pass-through for any reason allowed by 46 CFR Part 541 will accept the billed party's request for waiver, mitigation, or refund if received within at least thirty (30) calendar days from the issuance date of Carrier's pass-through invoice, consistent with 46 CFR 541.8(a). Carrier will promptly communicate the dispute to its Billing Party. When Carrier is acting as both a Billing Party and Billed Party in relation to the same charge, Carrier may inform its Billing Party that the charge has been disputed by Carrier's billed party; Carrier's Billing Party must then provide an additional thirty (30) calendar days for Carrier to dispute the charge upon this notice, consistent with 46 CFR 541.7(c).

f. Carrier (NVOCC) will maintain, and reference on its invoices, the following publicly accessible dispute-resolution webpage for requests for fee mitigation, refund, or waiver:
<https://www.nosta-group.com/air-ocean/usa-transporte>.

g. Resolution timeframe. If Carrier (NVOCC) receives a fee mitigation, refund, or waiver request from a billed party, Carrier will attempt to resolve the request within thirty (30) calendar days of receiving such request, or at a later date as agreed upon by both parties, consistent with 46 CFR 541.8(b).

===== End of Rule Text =====

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RULE: 3 Effective: 12Jan2026
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Rate Applicability Rule

The rules and charges applicable to a given shipment must be those in an NRA and in effect when the cargo is received by the ocean carrier or its agent (including originating carriers in the case of NRAs for through transportation). A shipment shall not be considered as received until the full bill of lading quantity has been received.
===== End of Rule Text =====