

Crowley Liner	Date Filed:	Date Effective:	Rule 28	Revision:	Original
Org 023286	6/7/2018	6/14/2018	AES/SED/EEI	Publishing Code:	I
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AES/SED/EEI

SED/EEI SURCHARGE

U.S. Exports:

In accordance with Federal Regulations for Electronic Export Information (EEI) Filing (formally, Shippers Export Declaration (SED) form) Requirements under CFR 15, Part 30 Section 30.1-30.99, a must be submitted electronically with the U.S. Census. Customer can file the EEI or hire a third party vendor to file it on their behalf.

If customer chooses to file the EEI direct with Census or utilize the services of another agent, proof of filing (the Census identifier ITN or XTN number) must be provided upon cargo receipt at the port or risk the cargo being held until such confirmation is received.

If customer chooses Crowley Logistics, Inc to file the EEI on their behalf, the charge may be advanced on the bill of lading.

Submission of Electronic Export Information (EEI) by the carrier with U.S. Census will be subject to a charge of \$75.00 per filing.

EEI is required for all cargo originating in the United States or Puerto Rico destined to the U.S. Virgin Islands.

SUBMISSION OF CARGO DECLARATION DATA (AES)

A. Submission of Cargo Declaration Data; Deadline for Same. Pursuant to Customs regulations effective December 2, 2002, 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 Service not later than 24 hours prior to the time the cargo is loaded on Carrier's vessel in the 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 submit the following information regarding such cargo to Carrier in writing (including by electronic transmission) not later than 48 hours prior to the cutoff time for the delivery of cargo to be loaded on the vessel.

1. A precise description of the cargo (or the 6-digit Harmonized Tariff Schedule of the United States (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 such as "FAK," "General Cargo," "Chemicals," "Foodstuffs," and "Said to Contain" are NOT acceptable descriptions.

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2. Shipper's complete name and address, or the identification number issued to the shipper by the 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.

B. 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. For purposes of this provision, an NVOCC is registered with the FMC if it has been issued an Organization Number by the FMC, published a valid and effective tariff, and posted the required financial security with the FMC.

1. Second Notify Party. Any FMC-licensed or registered NVOCC with a Customs bond that tenders cargo that will be on board a vessel when it calls in the United States and provides the required cargo declaration data for that cargo directly to the Customs Service shall identify the Carrier as "Second Notify Party" in the data submitted to the Customs Service. Until such time as Carrier informs the NVOCC that the identification of Carrier as Second Notify Party permits the Carrier to ascertain which cargo may be loaded, the NVOCC shall be required to provide the certification described in subparagraph B(2) below.

2. Certification. Any NVOCC that submits cargo declaration information directly to the Customs Service shall, unless notified by the Carrier pursuant to subparagraph B(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 less than 48 hours prior to the cutoff time for the delivery of cargo to be loaded on the vessel, 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.

3. NVOCC Co-Loading. For purposes of this subparagraph B(3), 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 and it shall comply with subparagraph B(1) and/or B(2) above. 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 B(2) with respect to all co-loaded cargo tendered to Carrier by the Master NVOCC.

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4. All NVOCCs shall be subject to Paragraphs C and D of this rule.

C. Failure to Provide Information; Denial of Permission to Load Cargo. 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 time period 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 therein; or (ii) the certification required by paragraph B of this rule by the deadline specified therein. 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 attorneys' fees) incurred in connection with such legal action.

D. Indemnification of Carrier. If Carrier is assessed a civil penalty or denied permission to unload cargo, then any and all shippers, consignees, cargo owners, NVOCCs and their agent(s) that failed to provide the information required by this rule and/or by the regulations of the U.S. Customs Service in a complete and accurate manner shall be jointly and severally liable to indemnify and reimburse Carrier for any such penalty and any and all costs incurred by the Carrier as a result of the denial of permission to unload 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 attorneys' fees) incurred in connection with such legal action.