

**ALBA WHEELS UP INTERNATIONAL INC.**  
**ORIGINAL TITLE PAGE**  
**TARIFF NO. 100**

**FMC No.: 015337-100**

**Non-Vessel Operating Common Carrier**

**Effective Date: 07FEB2012**

**Published Date: 07FEB2012**

**Expiration Date:**

**Controlled Carrier Status: NONE**

## **TITLE PAGE**

TARIFF NO. 100  
NRA Governing Rules Tariff  
NAMING RULES AND REGULATIONS ON CARGO MOVING  
IN CONTAINERS AND BREAKBULK  
BETWEEN  
U.S. PORTS AND POINTS  
(AS SPECIFIED IN RULE 1)  
AND  
WORLD PORTS AND POINTS  
(AS SPECIFIED IN RULE 1-A)

**ALBA WHEELS UP INTERNATIONAL INC.** is a Non-Vessel Operating Common Carrier (NVOCC) licensed by the Federal Maritime Commission (FMC) operating under FMC license number 015337N.

### 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 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 response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper 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The terms contained in the writings shall be a valid offer for thirty (30) days from the booking date, unless otherwise rescinded by the Carrier prior to receiving Shipper’s cargo.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 of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper must provide these by separate writing which shall be considered part of the NRA..

All origin and destination local terminal and/or port charges are 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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#### TARIFF DETAILS

Tariff Number: **015337-100**  
TARIFF TITLE: **NRA GOVERNING RULES TARIFF**  
EFFECTIVE: 07FEB2012  
THRU: None  
EXPIRES: None  
PUBLISH: 07FEB2012  
AMENDMENT TYPE: O  
ORIGINAL ISSUE: 07FEB2012  
WEIGHT RATING: 1,000KGS  
VOLUME RATING: 1CBM  
TARIFF TYPE: GOVERNING NRA RULES TARIFF  
CERTIFICATION: ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

#### ORGANIZATION INFORMATION

NUMBER: **015337-100**  
NAME: **ALBA WHEELS UP INTERNATIONAL INC.**  
TRADE NAME:  
TYPE: NON-VESSEL OPERATING COMMON CARRIER  
HDQ. COUNTRY: USA  
HOME OFFICE: 150-30, 132<sup>ND</sup> AVENUE – SUITE 208  
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## Tariff Rule Information

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NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O Table of Contents

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 1: Scope

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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  
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  
New Orleans, LA  
Tampa, FL  
Mobile, AL

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

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 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.

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## Tariff Rule Information

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**Rule 1-A: Worldwide Ports and Points**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Except as otherwise provided this tariff provide rules and regulations between USA Ports and Points, and Worldwide Ports and Points. NRAs to and from World Inland Points apply via Base Port groups.

1. North East Asia (NEASIA): Rates apply to and from ports and points in the following countries: Hong Kong, Japan, Korea, Macau, Mongolia, People's Republic of China, Taiwan (Republic of China), and Russia (USSR). NRAs to/from inland points apply via the Northeast Asia Base Port Groups,

(NEASIABP), defined as:

PORT GROUP

NEASIABP

BASE PORTS

Hong Kong, HONG KONG, Kobe, Nagoya, Osaka, Tokyo, Yokohama, JAPAN, Busan, REPUBLIC OF KOREA, Dalian, Fuzhou, Shanghai, Shekou, Tianjin, Xiamen (Hsia Men), PEOPLE'S REPUBLIC OF CHINA, Keelung (Chilung), Kaoshiung, TAIWAN (REPUBLIC OF CHINA), Vostochny, UNION OF SOVIET SOCIALIST REPUBLICS

2. Southeast Asia (SEASIA): NRAs apply to/from ports and points in the following countries: Brunei, Cambodia, Indonesia, Laos, Malaysia, Philippines, Singapore, Thailand, Vietnam. NRAs to/from inland points apply via the Southeast Asia Base Port Group (SEASIABP), defined as follows:

PORT GROUP

SEASIABP

BASE PORTS

Jakarta, INDONESIA, Port Kelang, Penang, MALAYSIA, Cebu, Manila, PHILIPPINES, Singapore, SINGAPORE, Bangkok, THAILAND

3. South Asia (SOUTHASIA): NRAs apply to/from ports and points in the following countries: Afghanistan, Bangladesh, Bhutan, Burma (Myanmar), India, Maldives, Pakistan, Nepal, Sri Lanka. NRAs to/from inland points apply via the South Asia Base ports (SASIABP), defined as:

PORT GROUP

SOUTHASIABP

BASE PORTS

Chittagong, BANGLADESH, Bombay (Mumbai), Calcutta (Kolkata), Madras (Chennai), INDIA, Karachi, Pakistan, Colombo, SRI LANKA

4. Australia, New Zealand and Oceania (ANZOCEANIA): Rates apply to/from ports and points in the following countries:

Australia, Christmas Island, Cook Islands, Federated States of Micronesia, Fiji, French Polynesia, Johnston Atoll, Kiribati, Pitcairn Islands, Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna, Western Samoa. Rates to/from inland points apply via the Australia, New Zealand, Oceania Base Port Group (ANZOCEANIABP), defined as:

PORT GROUP

ANZOCEANIABP

BASE PORTS

Adelaide, Brisbane, Fremantle, Melbourne, Sydney, AUSTRALIA, Auckland, Christchurch, Lyttleton, Wellington, NEW ZEALAND, Suva, FIJI, Papeete, FRENCH POLYNESIA, Noumea, NEW CALEDONIA, Lae, Port Moresby, PAPUA NEW GUINEA, Honiara, SOLOMON ISLANDS Nukualofa, TONGA Port Vila, VANUATU, Spia, WESTERN SAMOA

5. Middle East (MIDEAST): Rates apply to/from ports and points in the following countries: Bahrain, Iran, Iraq, Jordan, Kuwait, Oman, Qatar, Saudi Arabia, United Arab Emirates, Yemen. Rates to/from inland points apply via the Mideast Base Port Group (MIDEASTBP), defined as:

PORT GROUP

MIDEASTBP

BASE PORTS

Bahrain, BAHRAIN, Bandar Abbas, Bandare Khomeyni, IRAN, Aqaba, JORDAN, Mina Qabus (Muscat), OMAN, Ad Dawhah (Doha), QATAR, Damman and Jeddah, SAUDI ARABIA, Abu Zaby (Abu Dhabi), Dubayy (Dubai), Fujeirah, Jabal Ali, (Jebel Ali), UNITED ARAB EMIRATES, Hodeidah, YEMEN

6. Africa (AFRICA): Rates apply to/from ports and points in the countries shown in the AFRICABP Base Port Group as shown below. NRAs also apply to/from all points in the following African countries: Botswana, Burkina, Burundi, Central African Republic, Chad, Equatorial Guinea, Lesotho, Malawi, Mali, Niger, Rwanda, Uganda, Western Sahara, Zambia, Zimbabwe; NRAs to/from inland points in these countries apply via the Africa Base Port Group (AFRICABP), which is defined below. For NRAs to North African countries, see the Mediterranean (MED) Country and Base Port Group.

PORT GROUP

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AFRICABP  
BASE PORTS

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(EAST AND SOUTH AFRICA): Moroni, COMOROS, Djibouti, DJIBOUTI, Mitsiwa, ETHIOPIA, Mombasa, KENYA, Luderitz and Walvis Bay, NAMIBIA, Toamasina and Toliara, MADAGASCAR  
Port Louis, MAURITIUS, Beira, Maputo, Nacal MOZAMBIQUE, Mahe, SEYCHELLES, Berbera, Muqdisho (Mogadishu), SOMALIA, Durban, Capetown, SOUTH AFRICA, Bur Sudan (Port Sudan), SUDAN, Dar Es Salaam, Tanga, Zanzibar, TANZANIA, (WEST AFRICA) Lobito, Landana (Luanda), ANGOLA, Cotonou, BENIN, Douala, CAMEROON, Praia, CAPE VERDE ISLANDS, Pointe Noire, CONGO, Libreville, Port Gentil, GABON, Banjul, THE GAMBIA, Accra, Sekondi, Takoradi, Tema, GHANA, Conakry, GUINEA, Bissau, GUINEA BISSAU, Abidjan, IVORY COAST, Monrovia, LIBERIA  
Nouakchott, MAURITANIA, Lagos, Port Harcourt, NIGERIA, Dakar, SENEGAL, Freetown, SIERRA LEONE, Lome, TOGO, Matadi, ZAIRE

7. Mediterranean (MED): NRAs apply to/from ports and points in the following countries: Andorra, Algeria, Azores Islands (Portugal), Canary Islands (Spain), Cyprus, Egypt, France, Gibraltar, Greece, Israel, Italy, Lebanon, Madeira (Portugal), Malta, Morocco, Portugal, San Marino, Spain, Syria, Tunisia, Turkey, Yugoslavia (including Bosnia-Herzegovina, Croatia, Macedonia, Slovakia). NRAs to/from inland points apply via the Mediterranean Base Ports Group (MEDBP), defined as:

PORT GROUP

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MEDBP  
BASE PORTS

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Alger (Algiers), ALGERIA Ponta Delgada, AZORES (Portugal) Las Palmas, Tenerife, CANARY ISLANDS (Spain) Lemosos (Limassol), CYPRUS Al Iskandariyah (Alexandria), Bur Sa Id (Port Said), EGYPT, Marseilles, France, Piraievs (Pireaus), Thessaloniki (Solonika), GREECE Ashdod, Hefa, ISRAEL  
Genova (Genoa), Livorno (Leghorn), ITALY Bayrut (Beirut), LEBANON Funchal, MADEIRA ISLANDS (Portugal) Valletta, MALTA Casablanca, Rabat, Tangier, MOROCCO, Leixoes, Lisboa, Oporto, Portugal  
Barcelona, Bilbao, Valencia, SPAIN, Al Ladhqiyyah (Latakia), SYRIA Sfax, Tunis, TUNISIA Mersin, Izmir, Istanbul, TURKEY, Dubrovnik, Koper, Split, YUGOSLAVIA

8. Northern Europe (NEUROPE): NRAs apply to/from ports and points in the following countries: Austria, Belgium, Bulgaria, Czechoslovakia, Denmark, Faroe Islands (Denmark), Finland, France, Germany, Freenland, Hungary, Iceland, Ireland (Eire), Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Romania, Sweden, Switzerland, United Kingdom (including England, Guernsey, Jersey, Isle of Man, Northern Ireland, Scotland, and Wales), and the Former Union of Soviet Socialist Republics (including Armenia, Azerbaijan, Belorussia, Estonia, Georgia, Kazakhstan, Kyrgystan, Latvia, Lithuania, Moldavia, Russian Federation, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan). NRAs to/from inland points apply via the North Europe Base Port Group (NEUROPEBP), defined as:

PORT GROUP

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NEUROPEBP  
BASE PORTS

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Antwerpen, BELGIUM, Varna, BULGARIA, Aarhus, Copenhagen, DENMARK, Helsinki, Kotka, Turku, FINLAND, Le Havre, France, Bremen, Bremerhaven, Hamburg, GERMANY, Baile Atha Cliath (Dublin), Cork, Galway, Waterford, IRELAND (EIRE), Amsterdam, Rotterdam, NETHERLANDS, Bergen, Oslo, Stavanger, NORWAY, Gdansk, Gdynia, POLAND, Costanta, ROMANIA, Goteborg, Malmo, Stockholm, SWEDEN, Riga, Tallinn, Leningrad (St. Petersburg, Klaipeda, USSR, (UNION OF SOVIET SOCIALIST REPUBLICS) Belfast, Felixstowe, Glasgow, Grangemouth, Liverpool, London, Southampton, UNITED KINGDOM

9. North America: NRAs apply to/from ports and points in Canada and Mexico. NRAs to/from points in Canada apply via the Canada Base Port Group (CANADABP) as shown below. NRAs to/from inland points in Mexico apply via the Mexico Base Ports (MEXICOBP), as shown below:

PORT GROUP

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CANADABP

## BASE PORTS

St. Johns, Newfoundland, CANADA, Charlottetown, Prince Edward Island, CANADA, Halifax, Nova Scotia, CANADA, Saint John, New Brunswick, CANADA, Montreal, Quebec, Quebec, CANADA  
Toronto, Ontario, CANADA, Vancouver, British Columbia, CANADA  
PORT GROUP

## MEXICOBP BASE PORTS

Tampico, Veracruz, MEXICO, Lazaro Cardenas, Manzanillo, Salina Cruz, MEXICO  
10. Central America (CAMERICA): NRAs apply to/from ports and points in the following Central American Countries: Belize, Costa Rico, El Salvador Guatemala, Honduras, Nicaragua, Panama. NRAs to/from inland points apply the Central America Base Port Group (CAMERICABP), defined as:  
PORT GROUP

## CAMERICABP BASE PORTS

Belize City, BELIZE, Puerto Limon, COSTA RICA, San Jose, Santo Tomas de Castilla, GUATEMALA  
Puerto Henecan, Puerto Cortes, HONDURAS, Corinto, Managua, NICARAGUA, Balboa, Cristobal, Panama City, PANAMA  
11. Caribbean Islands (CARIBBEAN): NRAs applies to/from ports and points in the Caribbean Island Countries named in the Caribbean Base Port Group. NRAs to/from inland points apply via the Caribbean Base Port Group (CARIBBEANBP), defined as:  
PORT GROUP

## CARIBBEANBP BASE PORTS

St. Johns, ANTIGUA AND BARBUDA, Oranjestad, ARUBA (Netherlands Antilles) Freeport, Nassau, BAHAMAS, Bridgetown, BARBADOS, Hamilton, BERMUDA, Kralendijk (Bonaire), NETHERLANDS ANTILLES, Tortola, BRITISH VIRGIN ISLANDS, Georgetown, CAYMAN ISLANDS, Willemstad, CURACAO (Netherlands Antilles) Roseau, DOMINICA, Santo Domingo, DOMINICAN REPUBLIC  
Saint Georges, GRENADA, Pointe a Pitre, GUADELOUPE, Port Au Prince, HAITI, Kingston, Montego Bay, JAMAICA, Fort de France, MARTINIQUE, Plymouth, MONTSERRAT, Basseterre, St Kitts/ Nevis Castries, ST. LUCIA, Kingstown, ST. VINCENT AND THE GRENADINES, Grand Turk Island, TURKS AND CAICOS ISLANDS, Port of Spain, TRINIDAD  
12. South America (SAMERICA): NRAs apply to/from ports, and points in the following South American Countries: Argentina, Bolivia, Brazil, Chile, Columbia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Suriname, Uruguay, Venezuela. NRAs to/from inland points apply via the South America Base Port Group (SAMERICABP), defined as:  
PORT GROUP

## CARIBBEANBP BASE PORTS

Buenos Aires, ARGENTINA, Fortaleza, Santos, Sao Paulo, Rio de Janeiro, BRAZIL, Antofagasta, Arica, Coquimbo, Iquique, Punta Arenas, Talcahuano, Tocopilla, Tocopilla, CHILE, Barranquilla, Buenaventura, Cartagena, Santa Marta, COLOMBIA, Guayaquil, ECUADOR, Cayenne, FRENCH GUIANA Georgetown, GUYANA, Asuncion, PARAGUAY, Callao, PERU, Paramaribo, SURINAME, Montevideo, URUGUAY La Guaira, Maracaibo, Puerto Cabelllo, VENEZUELA, NRAs also apply to/from ports and inland points named in the individual NRAs.  
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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: 0  
Rule 1-B: Intermodal Service

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Intermodal through rates applies between points in the U.S.  
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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2: Notice to Tariff Users

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

- a. 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”).
  - b. NVOCC NRA means the written and binding arrangement between an NRA shipper 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’s Rules are provided free of charge to Shipper at <http://www.albawheelsup.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Carrier.
  - d. 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 response by e-mail or other writing (collectively “the writings”) which will constitute an offer by Carrier and acceptance by Shipper 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 of this offer, and the terms of the NRA shall bind the parties. If the writing provided by shipper to accept the offer does not contain the legal name and address of the shipper and its affiliates agreeing to the NRA, the shipper must provide these by separate writing which shall be considered part of the NRA..
  - e. 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).
  - f. All origin and destination local charges apply whether or not included in this Rules Tariff.
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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 2A: Application of NRAs and Charges

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

1. NRAs are stated in terms of U.S. Currency 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 will be shown as single-factor through NRAs.

Such NRAs shall be inclusive of all charges pertinent to the transportation of cargo (including intermediate but not Origin or Destination Terminal Charges) and not including Customs clearance assessments or Forwarding Charges, except as provided.

Alternatively, at shipper's request, carrier will arrange for inland transportation as shipper's agent. 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. (See item 16, re: Advanced Charges.)

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.

3. Packages containing articles of more than one description shall be rated on the basis of the NRA provided for the highest rated articles contained therein.

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

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.

6. Unless otherwise specified, when the 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. Wherever NRAs are provided for articles named, the same NRA will also be applicable on parts of such articles where so described in the ocean bill of lading, except where specific NRA are provided for such parts.

10. 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."

11. When a commodity can properly be carried under more than one tariff item, but which by its nature is clearly influenced by its end use, the freight shall be assessed based on the NRA of the end use commodity, eg: Rubber Gloves, Cotton Gloves, etc. would all be rated under "Gloves, N.O.S." rather than Rubber Goods, Textiles, etc.

The above does not apply in cases where there is a specific NRA for the commodity in question.

12. When two or more NRAs may be applicable to a given shipment and one NRA is more specific than the others, the most specific NRA shall apply. One NRA is more specific than another when it describes the commodity being shipped more explicitly, i.e.: Canned Pineapple is more specific than Canned Fruit or Canned Goods, N.O.S.

An NRA from/to a specific destination is more specific than an NRA to/from a geographic range or zone, (Examples):  
An NRA from New York, NY is more specific than an NRA from Atlantic and Gulf Base Ports (AGBP).  
An NRA to Yokohama, Japan is more specific than an NRA to Japan Base Ports (JBP).

13. 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.

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

#### 14. TYPES OF SERVICE PROVIDED

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.

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.

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.

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.

#### 15. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained in this tariff.

##### 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 published herein 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.

##### RIFI 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.

#### 16. 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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<b>015337-100:</b>	<b>ALBA WHEELS UP INTERNATIONAL INC. NRA RULES TARIFF NO. 100 - Between (US and World)</b>
<b>Amendment No.: O</b>	
<b>Rule 2-010:</b>	<b>Packing Requirements</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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 reasonable 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 kgs., 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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<b>015337-100:</b>	<b>ALBA WHEELS UP INTERNATIONAL INC. NRA RULES TARIFF NO. 100 - Between (US and World)</b>
<b>Amendment No.: O</b>	
<b>Rule 2-020:</b>	<b>Diversion By Carrier</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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 carrier's 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 carrier's 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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## Tariff Rule Information

**015337-100:** ALBA WHEELS UP INTERNATIONAL INC.  
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Amendment No.: O

Rule 2-030: Mixed Commodity Rates

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Mixed Commodities

Mixed Commodities shall consist of a minimum of two of the named items, no one of which exceeds 90% of the total weight or cube of the shipment.

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## Tariff Rule Information

**015337-100:** ALBA WHEELS UP INTERNATIONAL INC.  
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Amendment No.: O

Rule 2-040: Container Capacity

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Where rules or NRAs make reference to capacity of containers, the standard capacity for purpose of freight rating shall be as shown below regardless of the actual capacity.

### CONTAINER SIZES, TYPES, TEMPERATURES AND SERVICE TYPES

SIZE	TYPES	TEMPATURE	SERVICE TYPE
20' Std 20 Foot Container	AC Atmosphere Control	AC Artificial Atmosphere Control	D Door
40' Std 40 Foot Container	DF Drop Frame	CLD Chilled	M Motor
40' HC 40 Foot High Cube	FB Flat Bed	FRZ Frozen	R Rail Yard
40' Flat Rack	FR Flat Rack	HTD Heated	S Cont Frgt Station
45' Std 45 Foot Container	GC Garment Container	N/A Not Applicable/Not Operating	U Rail Siding
48' Foot Container	HH Half Height	RF Refrigerated	X Team Tracks
53' Foot Container	IN Insulated	VEN Ventilated	Y Container Yard
20' Flat Rack	N/A Not Applicable		
20' Platform	N/C Non-Containerized		
40' Platform	OT Open Top		
	PC Dry		
	PL Platform		
	RE Reefer		
	TC Tank		
	TL Top Loader		
	TR Trailer		
	VR Vehicle Racks		

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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**015337-100:** ALBA WHEELS UP INTERNATIONAL INC.  
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Amendment No.: O

Rule 2-050: Shipper Furnished Containers

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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

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

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

D. Shipper furnished containers will be accepted only at loading ports CY and delivered only at destination CY.

E. Shipper will be required by the carrier to submit documentary evidence of ownership or leaseholdship of the container offered for shipment.

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## Tariff Rule Information

**015337-100:** ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

**Amendment No.: 0**  
**Rule 2-060:** Measurement And Weight

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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 CENTIMETRES and weight in KILOGRAMMES.

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 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 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 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 reweighing, 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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**015337-100:** ALBA WHEELS UP INTERNATIONAL INC.

**NRA RULES TARIFF NO. 100 - Between (US and World)**

**Amendment No.: O**

**Rule 2-070: Overweight Containers**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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 account of 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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**015337-100:**

**ALBA WHEELS UP INTERNATIONAL INC.  
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**Amendment No.: O**

**Rule 2-080: Shipper's Load And Count**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

When containers are loaded and sealed by shipper, carrier or its authorized agent will accept same as "Shipper's load and count" and the Bill of Lading shall be so claused, 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 provided, 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.

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**015337-100:**

**ALBA WHEELS UP INTERNATIONAL INC.  
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**Amendment No.: O**

**Rule 2-090: Diversion of Cargo (By Shipper or Consignee)**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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:**

A change in the original billed destination (which may also include a change in Consignee, order party, or both). A change in Consignee, order party or both will not be considered as diversion of cargo.

**B. Conditions:**

1. Requests must be received in writing by the carrier prior to the arrival of the vessel at Discharge Port. Carrier will make diligent effort to execute the request but will not be responsible if such service is operationally impractical or cannot be provided.
2. Cargo moving under a non-negotiable Bill of Lading may be diverted at the request of shipper or consignee. Cargo moving under a negotiable Bill of Lading may be diverted by any party surrendering the properly endorsed original Bill of Lading. Cargo moving under a negotiable Bill of Lading may also be diverted by the shipper or consignee at the carrier's sole discretion without receipt by the carrier of the original negotiable Bill of Lading so long as a new negotiable Bill of Lading is not requested or issued by the carrier. If a new negotiable Bill of Lading is requested by the shipper or consignee, the original negotiable Bill of Lading must be surrendered to the carrier prior to issuance of the new negotiable Bill of Lading.
3. This rule will apply to full Bill of Lading quantities or full container loads only.
4. A shipment may only be diverted once. 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 Discharge Port, and provided that all diversion charges as set out in C. below, applicable to the original diversion request, are paid in full prior to the cancellation request being accepted by the carrier. In no instance will any refund of the diversion charges be made in the event of a cancellation. Any additional expenses incurred by the carrier will be for the account of the cargo.
5. Cargo, which, upon request of Merchant (stowage permitting), is diverted to a Port of Discharge within the Scope of this Tariff other than that shown in the Bill of Lading, shall be assessed the actual amount of expense incurred by Carrier, or as per carrier tariff at time of shipment, whichever is higher, plus, at the sole discretion of the Carrier, depending on the relevant administrative burdens resulting from the diversion, an administrative fee of up to \$50/BL for cargo received and diversion requested prior to vessel departure, or up to \$300/BL for cargo received and diversion requested post vessel departure, from origin port.
6. Diversion charges or administrative charge are payable by the party requesting the diversion.

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<b>Amendment No.:</b> O	
<b>Rule 2-100:</b>	<b>Mixed Shipments</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

1. Single shipments which consist of articles subject to only one class or commodity rate will be charged at the actual or authorized estimated weight and at the class or commodity NRA applicable, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
2. Single shipments which consist of articles subject to two or more different NRAs, when articles subject to such different NRAs are separately packaged, will be charged at the actual or authorized estimated weight, and at the class or commodity NRA applicable to each, subject to the minimum charge in the appropriate minimum charge item in tariffs making reference hereto.
3. Where different scales of NRAs are provided for shipments of different weights, apply on each article the NRA which would apply on that article if such article were tendered as a straight shipment weighing the same as the aggregate weight of the mixed shipment. Any deficit between the actual weight of the shipment, and the weight provided for the next lower scale of NRAs, will be charged for at the lowest NRA applicable to any article in the shipment.
4. When two or more commodities for which different ratings are provided, are shipped as a mixed shipment without actual weights being obtainable for the portions shipped under the separate ratings, charges for the entire shipment will be computed at the class or commodity NRA applicable to the highest classed or rated commodity contained in such mixed shipment. The minimum weight shall be the highest provided in any of the NRAs used in computing the charges. In the event a lower charge results by considering such commodities as if they were divided into two or more separate shipments, such lower charge shall apply.

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<b>Amendment No.:</b> O	
<b>Rule 2-110:</b>	<b>Restricted Articles</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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 Carrier's 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.
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.

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015337-100:	ALBA WHEELS UP INTERNATIONAL INC. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-120:	Freight All Kinds (FAK)

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Unless otherwise provided herein, any item described as "Freight All Kinds" shall consist of a MINIMUM of two different commodity items. Further restrictions to the item shall be contained in the NRA.

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Amendment No.:	O
Rule 2-130:	ALTERNATE RATE/SERVICE LEVELS: ECONOMY, REGULAR, PREMIUM

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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

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Amendment No.:	O
Rule 2-140:	AES USA EXPORT SHIPMENTS

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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.

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## Tariff Rule Information

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Amendment No.: O

Rule 2-150: DOCUMENTATION FEE

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Document fees are considered origin and destination local charges and shall be applied whether or not included in this Rules Tariff or in quotations.

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## Tariff Rule Information

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Amendment No.: O

Rule 2-160: AMS CHARGES

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Except as otherwise provided NRAs, in addition to the documentation charges currently in effect under this tariff the following will apply to all shipments to destinations in the USA:

1. In the event Carrier submits advance cargo declaration data to the U.S. Customs Service for cargo loaded on a vessel at a non- U.S. port, a Cargo Declaration Data Charge shall be payable to Carrier for each bill of lading issued by Carrier or, if the shipper tendering the cargo to Carrier has issued one or more of its bills of lading for such cargo (sometimes referred to as "house bills of lading"), on each such shipper-issued house bill of lading for which the Carrier submits such data. AMS charges are considered origin and destination local charges which shall apply whether or not included in this Rules Tariff or in quotations.

2. In the event that Carrier is required to correct cargo declaration information previously submitted to the Customs Service due to an error or omission on the part of shipper or its agent, shipper shall pay Carrier an amendment fee for each submission to the Customs Service that must be corrected. The amendment fee shall be charged each time a submission is corrected and shall be USD \$40 per correction

3. The charges in paragraphs 1 and 2 of this rule shall not apply to shipper-issued bills of lading for which shipper or its authorized agent provides the advance cargo declaration data directly to the U.S. Customs Service.

4. The Automated Manifest System (AMS) Surcharges named herein shall be payable on the same basis as ocean freight, either prepaid or collect. Carrier may hold shipper and consignee named on its ocean bill of lading jointly and severally liable for payment of the charge.

5. Carrier is not liable for any charges accrued as a result of failure in providing complete information required by this rule and U.S. Customs as follows:

If assessed a Civil Penalty or denied permission to unload cargo, then any and all Shippers, Consignees, Cargo Owners 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 Carrier as a result of the denial of permission to unload cargo. Carrier may have a lien on cargo in its possession for amounts due and may hold cargo until such amounts (and any other unpaid freight charges) are paid or sell such cargo after a reasonable period.

6. For the purpose of this rule, the term "Bill of Lading" shall also refer to "Sea Waybill"

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
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Amendment No.: O

Rule 2-170: SUBMISSION OF CARGO DECLARATION DATA

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

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 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 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 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 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 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.

#### 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.

G. DOCUMENTATION CHARGES. See Rule Nos. 2-150 for charges to apply.

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## Tariff Rule Information

015337-100:	ALBA WHEELS UP INTERNATIONAL INC. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-180:	U.S. CUSTOMS RELATED CHARGES

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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.

NRA's 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.

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## Tariff Rule Information

015337-100:	ALBA WHEELS UP INTERNATIONAL INC. NRA RULES TARIFF NO. 100 - Between (US and World)
Amendment No.:	O
Rule 2-190:	FDA PRIOR NOTICE

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

#### A. Prior Notice and Registration Requirements:

Pursuant to regulations effective December 12, 2003 (see 21 C.F.R. Parts 1 and 20), the FDA must be provided with notice of food that is imported or offered for import into the United States (i.e., the continental U.S., Alaska, Hawaii and Puerto Rico) by water at least eight (8) hours prior to vessel arrival. The term "food" means: (i) articles used for food or drink for man or other animals; (ii) chewing gum; and (iii) articles used for components of food or chewing gum (see 21 U.S.C. Sec. 321(f)). However, the term does not include meat products, poultry products, and eggs products that are subject to the exclusive jurisdiction of the U.S. Department of Agriculture. In addition to prior notice of food shipments, the new FDA regulations require that U.S. and foreign facilities which are engaged in the manufacturing, processing, packing, or holding of food for consumption in the United States ("subject facilities") register with the FDA.

#### B. Responsibility for Prior Notice and Registration:

It shall be the responsibility of the shipper and/or consignee named in Carrier's bill of lading (hereinafter collectively referred to as the "Cargo Interests"), to ensure that prior notice of any shipment of food (as that term is defined in Paragraph A) imported or offered for import into the U.S. is provided to the FDA in accordance with applicable regulations and that any subject facility (other than a subject facility of Carrier) which has manufactured, processed, packed or held such food shipment has registered with the FDA in accordance with applicable regulations.

**C. Evidence of Compliance:**

With respect to any food shipment for which a prior notice confirmation number ("PN Number") is required to be provided to the Bureau of Customs and Border Protection ("CBP"), FDA, or any other government agency upon arrival, it shall be the responsibility of Cargo Interests to ensure that such PN Number has been provided to the required agencies and other persons prior to vessel arrival. In addition, Cargo Interests shall be required to provide Carrier with the PN Number immediately upon written request of Carrier.

**D. Failure to Comply:**

1. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility to register with the FDA, it is expected that notice of refusal will be provided to Carrier by the FDA and/or CBP. Carrier will use best efforts to promptly transmit the notice received from the authorities to the Cargo Interests, who shall be responsible for transmitting such notice to any other persons with an interest in the cargo. Carrier shall not be liable for any delay in the transmission of, or failure to transmit, such notice or any consequences thereof.

2. In the event that any food shipment is delayed or refused entry into the United States due to the failure to provide adequate prior notice or the failure of a subject facility (other than a subject facility of Carrier) to register with the FDA, or if it is determined that cargo which should have been refused entry has been permitted to enter the United States, then the Cargo Interests shall be jointly and severally liable to indemnify, hold harmless, and reimburse Carrier (and by booking a shipment with Carrier do thereby agree to indemnify, hold harmless and reimburse Carrier) for any and all costs, expenses, liabilities, damages, or losses incurred by the Carrier as a result of such non-compliance including, but not limited to, costs of complying with orders and directions of FDA and/or CBP, costs for handling and storing cargo, demurrage, subsequent transport of the cargo by any mode of transportation, and fines and penalties. 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, or to defend any action resulting from actions or events covered by this indemnification, Carrier shall be entitled to recover all costs (including attorneys' fees) incurred in connection with such legal action. For purposes of this paragraph, the indemnification provided to Carrier shall also extend to its agents, affiliates, contractors, employees, vessel-sharing partners, slot charterers, vessel owners, and insurers.

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## Tariff Rule Information

<b>015337-100:</b>	<b>ALBA WHEELS UP INTERNATIONAL INC. -D/B/A- - NRA RULES TARIFF NO. 100 - Between (US and World)</b>
<b>Amendment No.: 0</b>	
<b>Rule 2-200:</b>	<b>Cargo Roll-Over Fee</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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.

A Cargo Roll-Over Fee of \$200.00 shall be charged.

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## Tariff Rule Information

<b>015337-100:</b>	<b>ALBA WHEELS UP INTERNATIONAL INC. NRA RULES TARIFF NO. 100 - Between (US and World)</b>
<b>Amendment No.: 0</b>	
<b>Rule 2-210:</b>	<b>Free Time Detention / Demurrage / Storage</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Goods received at break-bulk terminal, CFS or CY are subject to free time and detention, demurrage, or storage provisions of the appropriate port terminal tariff or ocean common carrier tariff. In the absence of such tariff, the free time and charges contained in the closest public port terminal tariff will apply. Should there be no port terminal tariff or public port terminal tariff to apply, the free time allowed shall be as follows:

Export: Per diem, free time for export is 5 working days from pick up of equipment, thereafter USD 150.00 per day

Import: Demurrage, free time shall be 5 working days from availability of equipment at the port, thereafter USD 150.00 per day.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 3: Rate Applicability Rule

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

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.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 4: Heavy Lift

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 5: Extra Length

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 6: Minimum Bill of Lading Charges

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

None.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 7: Payment of Freight Charges

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

### A. CURRENCY

Rules 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. 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 NRAs and charges as required.

### B. PAYMENT IN U.S. DOLLARS

Except as otherwise provided, freight and charges shall be prepaid in the United States in US currency.

### C. METHODS OF PAYMENT

Payment for freight or charges due the carrier must be payable in legal tender or, at carrier's option, by check or bank draft acceptable by carrier's bank for immediate credit without charges.

### D. PREPAID FREIGHT

1. When freight monies and charges are prepaid, such payment shall be made not later than the time of release of any original Ocean Bill of Lading by the carrier to the shipper or his duly authorized licensed Freight Forwarder or Agent acting in his behalf.

2. When freight and charges are billed prepaid they shall be paid in U.S. dollars.

**E. FREIGHT COLLECT**

All freight and charges which are billed on a freight collect basis must be paid in full in U.S. Dollars, or in a currency acceptable to the carrier provided such currency shall be unblocked, freely convertible and freely remittable free of tax into U.S. Dollars, for the complete originally issued Bill of Lading quantity prior to release of cargo or any portion thereof.

**F. CURRENCY CONVERTABILITY:**

1. Conversion Provisions:

In addition to the United States Dollars, freight monies and charges may be billed and paid in foreign currencies, provided they are freely convertible and remittable and free of tax.

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## **Tariff Rule Information**

<b>015337-100:</b>	<b>ALBA WHEELS UP INTERNATIONAL INC.</b>
<b>Amendment No.: O</b>	<b>NRA RULES TARIFF NO. 100 - Between (US and World)</b>
<b>Rule 8:</b>	<b>Bill(s) of Lading Front/Face</b>

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Carrier's bill of lading, front and back provided herein:

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 9: Freight Forwarder Compensation

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Carrier may pay compensation as negotiated in the individual NRA on the applicable ocean freight charges to base ports, on cargo loaded, including heavy lift and extra length revenue, but excluding all other charges, except as provided below, subject to the following conditions and exceptions.

A. Compensation to be paid only to Freight Forwarders who are licensed or otherwise authorized by the Federal Maritime Commission.

B. Compensation shall be paid only if the freight forwarder has performed, in addition to the solicitation and securing of the cargo for the ship or the booking of, or otherwise arranging for space for such cargo, two or more of the following services:

- 1) The coordination of the movement of the cargo to shipside
- 2) The preparation and processing of the ocean Bill of Lading
- 3) The preparation and processing of dock receipts or delivery orders
- 4) The preparation and processing of consular documents or export declarations
- 5) The payment of the ocean freight charges on the cargo

C. Compensation shall be paid upon presentation of a duly certified invoice and may not be deducted from ocean freight and other charges due in accordance with rates and conditions in this Tariff.

D. Bills for compensation will not be honored unless presented to carrier within sixty days of the date of clearance of vessel.

E. Compensation will not be paid on through Bill of Lading cargo originating at port of loading beyond the application of this tariff.

F. No compensation shall be paid to anyone at port or ports of destination.

G. Freight Forwarders who are also Licensed Custom House Brokers shall be paid compensation as specified below based on the aggregate of all NRAs and charges applicable under this tariff, subject to the above conditions and exceptions.

H. Freight Forwarder Compensation shall be as specified in individual NRAs, if any.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 10: Surcharges and Arbitraries

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Not applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O

**Rule 11: Minimum Quantity Rates**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Reserved for future use.

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## Tariff Rule Information

**015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)**

**Amendment No.: O**

**Rule 12: Ad Valorem Rates**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

A. The liability of the Carrier as to the value of shipments at the NRAs herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form attached in rule 8-10.

B. If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, 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 NRAs applying to the commodities shipped as specified herein.

C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00 the Ad Valorem rate, specifically provided against the item, shall be five (5%) percent of the value declared in excess of the said Bill of Lading limit of value and is in addition to the base NRA.

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## Tariff Rule Information

**015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)**

**Amendment No.: O**

**Rule 13: Transshipment**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Not Applicable.

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## Tariff Rule Information

**015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)**

**Amendment No.: O**

**Rule 14: Co-Loading in Foreign Commerce**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

(1) The Carrier from time to time tenders cargo for co-loading.

(2) The Carrier enters into carrier-to-carrier relationships for the co-loading of cargo with the following NVOCCs from time to time:

(3) If Carrier enters into a co-loading arrangement which results in a shipper-to-carrier relationship as a tendering NVOCC Carrier shall be responsible to pay any charges for the transportation of the cargo.

(4) A shipper-to-carrier relationship shall be presumed to exist where Carrier issues a bill of lading to the tendering NVOCC for carriage of the co-loaded cargo unless Carrier and the tendering NVOCC enter a Carrier-to-Carrier Agreement in which case the presumption of a formation of a Carrier to Shipper relationship is rebutted. Carrier's NRA procedures shall be applicable to all co-loading NVOCCs tendering cargo to Carrier as a shipper.

(5) Carrier as part of the NRA process shall annotate in a clear and legible manner on each bill of lading where the identity of any other NVOCC may be located in its Rules Tariff to which the shipment has been tendered for co-loading.

(6) Co-loading rates. If cargo is accepted by Carrier from another NVOCC which tenders that cargo in the capacity of a shipper, NRA procedures shall apply.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 15: Open Rates in Foreign Commerce

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 16: Hazardous Cargo

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

A) All commodities which the office of the Federal Register in their publication entitled "Code of Federal Regulations (46 CFR 146.01-1) - Transportation or Storage of Explosives or other Dangerous Articles or Substances, and Combustible Liquids on board Vessels" prescribed to be carried on cargo vessels on deck only, either in the open or under cover, shall be charged the Dangerous or Hazardous Cargo, NRA; except where a specific NRA is provided for in this tariff.

B) Shipments of inflammable and hazardous cargo referred to in this rule are subject to special booking and shall be delivered at destination in accordance with regulations promulgated by Port Authorities and at the risk and expense of the consignee and/or owners of the goods.

C) The transportation of explosives, will be governed by the United States Code of Federal Regulations, i.e. CFR Titles 49, Shipping Parts 100-199 as revised or superseding regulations, and to the extent applicable, the International Maritime Dangerous Goods Code (IMCO) published by the Inter-Governmental Maritime Consultative Organization 101-103 Piccadilly, London, W1V, OAE, England as listed below:

1 - Explosives

2 - Gasses; Compressed, liquefied or dissolved under pressure; Inflammable Liquids; Inflammable Solids

5 - Oxidizing Substances and organic peroxide

4 - Poison and infectious substance

5 - Radioactive substance

6 - Corrosives

7 - Agent Thomas A. Phemister, Water Carrier Tariff No. 32 ICC No. 32, FMC 27 (Dangerous Articles Tariff)

8 - Agent Thomas A. Phemister's Bureau of Explosives Tariff No. B.O.E. - 600, ICC No. B.O.E. - 600, FMC F No. 2B

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 17: Green Salted Hides in Foreign Commerce

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 18: Returned Cargo in Foreign Commerce

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 19: Shippers Requests in Foreign Commerce

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Shipper request or complaints (including request for adjustment in NRAs, tariff interpretation), must be made in writing and addressed to the carrier as shown on the Title Page and/or Tariff Record.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 20: Overcharge Claims

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

### A. Bill of Lading Commodity Description

Description of commodities on all Bills of Lading (which shall be verified by a comparison with the description of the corresponding customs declaration) shall determine the NRA to be applied. The Bill of Lading description shall be subject to correction in the event of mis-declaration of commodity.

### B. Overcharges

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 dock in calculation of measurements.
2. Against re-measurement at port of loading prior to vessel's departure.
3. Against re-measurement by vessel's agent at destination.
4. By joint re-measurement of vessel's agent and consignee.
5. By re-measurement of a marine surveyor when requested by vessel's agent.
6. Re-measurement fees and cable expenses in all cases to be paid by party at fault.

In cases of claims by shipper of overcharge in weight certified invoice or weighers certificate to be considered evidence of proper weight. Written claims for adjustment will be acknowledged by the carrier within twenty (20) 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.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C, 20573, within three years of the date of cause of action occurs.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 21: Use of Carrier Equipment

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Carrier does not own or lease equipment. When equipment is provided to shippers and/or consignees by Vessel Operating Common Carriers (VOCCs) the VOCC, either directly or via the carrier, provisions as published by the VOCC in its FMC tariff will be for the account of the cargo.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 22: Automobile Rates in Domestic Offshore Commerce

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 23: Carrier Terminal Rules and Charges

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Carrier does not operate terminals at origin or destination. Except as otherwise provided in NRA, all shipments will be subject to the origin and destination terminal charges assessed by the underlying ocean carrier, including demurrage charges, whose vessel will be clearly identified on bills of lading.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 23-01: Destination Terminal Handling Charges

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

In destination countries where DTHC are required to be prepaid Carrier shall require the same prior to shipment.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 24: NVOCCs in Foreign Commerce: Bonds and Agents

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

A. Bonding of NVOCC

1. Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR §§ 515, 521 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 No. 8820041**

3. Issued By: Lexon Insurance Company

1002 Shelbyville Road, Suite 100

Louisville, KY 40223

Tel: 502-253-6500

B. Agent for Service of Process

1. Carrier's legal agent for the service of judicial and administrative process, including subpoenas is not applicable, Carrier is domiciled in the U.S. (See Title Page and/or Tariff Record).

2. In any instance in which the Carrier 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.

3. Service of administrative process, other hand 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.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 25: Certification of Shipper Status in Foreign Commerce

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

If the shipper or a member of a shipper's association tendering cargo to the Carrier is identified as an NVOCC, the carrier shall obtain documentation that the NVOCC has a tariff and a bond on file with the US Federal Maritime Commission as required by Sections 8 and 19 of the Shipping Acts of 1984 and 1998 before the Carrier accepts or transports cargo for the account of the NVOCC.

A copy of the tariff rule published by the NVOCC and in effect under 46 CFR Part 520 and 532 will be accepted by the Carrier as documenting the NVOCC's compliance with the FMC tariff and bonding requirements of the Acts.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 26:

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

RESERVED FOR FUTURE USE

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 27: Loyalty Contracts in Foreign Commerce

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

Not Applicable.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)

Amendment No.: O

Rule 28: Definitions

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

**CARRIER** - means publishing carrier and/or inland U.S. Carriers.

**CONSIGNOR, CONSIGNEE OR SHIPPER** - include the authorized representatives or agents of such "consignor," "consignee," or "shipper."

**CONTAINER FREIGHT STATION (CFS)** - (Service Code S) -

a) At Origin - The location designated by the carrier where the carrier will receive cargo to be packed into containers by the carrier, or his agent.

b) At Destination - The location designated by the carrier for the delivery of containerized cargo to be unpacked from said containers.

**CONTAINER LOAD (CL)** - Means all cargo tendered to carrier in shipper-loaded containers.

**CONTAINER YARD** - The term "Container Yard" (CY) (Service Code Y), means the location where carrier receives or delivers cargo in containers.

**CONTROLLED TEMPERATURE** - means the maintenance of a specific temperature or range of temperatures in carrier's trailers.

**DRY CARGO** - means cargo other than that requiring temperature control.

**IN PACKAGES** - shall include any shipping form other than "in bulk," "loose," "in glass or earthenware, not further packed in other containers" or "skids"

**KNOCKED DOWN (KD)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 33 1/3 percent from its normal shipping cubage when set up or assembled.

**KNOCKED DOWN FLAT (KDF)** - means that an article must be taken apart, folded or telescoped in such a manner as to reduce its bulk at least 66 2/3 percent from its normal shipping cubage when set up or assembled.

**LESS THAN CONTAINER LOAD (LTL)** - means all cargo tendered to carrier not in shipper-loaded/stuffed containers.

**LOADING OR UNLOADING** - means the physical placing of cargo into or the physical removal of, cargo from containers.

**MIXED SHIPMENT** - means a shipment consisting of articles described in and rated under two or more NRAs.

**MOTOR CARRIER** - means U.S. Motor Carrier or Motor Carriers.

**NEGOTIATED RATE ARRANGEMENT (NRA)** - means the written and binding arrangement between an NRA shipper 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).

**NESTED** - means that three or more different sizes of the article or commodity must be enclosed each smaller piece within the next larger piece or three or more of the articles must be placed one within the other so that each upper article will not project above the lower article more than one third of its height.

**NESTED SOLID** - means that three or more of the articles must be placed one within or upon the other so that the outer side surfaces of the one above will be in contact with the inner side surfaces of the one below and each upper article will not project above the next lower article more than one-half inch.

**ONE COMMODITY** - means any or all of the articles described in any one-NRA.

**PACKING** - covers the actual placing of cargo into the container as well as the proper stowage and securing thereof within the container.

**PUBLISHING CARRIER** - means Alba Wheels Up International Inc. -, a Non-Vessel Operating Common Carrier (NVOCC) licensed by the U.S. Federal Maritime Commission under FMC Organization No. 015337.

**RAIL CARRIER** - means U.S. rail carrier or rail carriers.

**SHIPMENT** - means a quantity of goods, tendered by one consignor on one bill of lading at one origin at one time in one or more containers for one consignee at one destination.

**STUFFING - UNSTUFFING** - means the physical placing of cargo into or the physical removal of cargo from carrier's containers.

**UNPACKING** - covers the removal of the cargo from the container as well as the removal of all securing material not constituting a part of the container.

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100 - Between (US and World)  
Amendment No.: O  
Rule 29: ABBREVIATIONS, CODES AND SYMBOLS

Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012

### EXPLANATION OF ABBREVIATIONS

A	Increase	LS	Lumpsum
Ad Val	Ad Valorem	L/T	Long Ton (2240 Lbs)
AI	All Inclusive	M	Measure
BF	Board Foot or Board Feet	Max	Maximum
B/L	Bill of Lading	MBF or MBM	1,000 Feet Board Measure
BAF	Bunker Adjustment Factor	Min	Minimum
BM	Board Measurement	MM	Millimeter
C	Change in tariff Item	MQC	Minimum Quantity Commitment
CAF	Currency Adjustment Factor	N/A	Not Applicable
CBM, CM or M3	Cubic Meter	NRA	Negotiated Rate Arrangements
CC	Cubic Centimeter	NSA	NVOCC Service Arrangements
CFS	Container Freight Station	NHZ	Non-Hazardous
CFT	Cubic Foot or Cubic Feet	NOS	Not otherwise specified
CLD	Chilled	OT	Open Top
CM	Centimeter	P	Pier
CU	Cubic	Pkg	Package or Packages
CWT	Cubic Weight	PRC	People's Republic of China
CY	Container Yard	PRVI	Puerto Rico and U.S. Virgin Islands
D	Door	R	Reduction
DDC	Destination Delivery Charge	RE	Reefer / Refrigerated
E	Expiration	R/T	Revenue Ton
ET	Essential Terms	RY	Rail Yard
Etc	Et Cetera	SL&C	Shipper's Load and Count
FAK	Freight All Kinds	Sq. Ft	Square Foot or Square Feet
FAS	Free Alongside Ship	S/T	Short Ton (2000 lbs.)
FB	Flat Bed	SU or S/U	Set Up
FCL	Full Container Load	TEU	Twenty Foot Equivalent Unit
FEU	Forty Foot Equivalent Unit	THC	Terminal Handling Charge
FI	Free In	TRC	Terminal Receiving Charge
FIO	Free In and Out	USA	United States of America
FIOS	Free In, Out and Stowed	USD	United States Dollars
FO	Free Out	VEN	Ventilated
FOB	Free On Board	VIZ	Namely
FMC	Federal Maritime Commission	VOL	Volume
FR	Flat Rack	W	Weight
Ft	Feet or Foot	W/M	Weight/Measure
GOH	Garment on Hanger		
H	House		
HAZ	Hazardous		
I	New or Initial Tariff Matter		
K/D	Knocked Down		
KDF	Knocked Down Flat		
Kilos	Kilograms		
K/T	Kilo Ton		
LCL or LTL	Less than Container Load		

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## Tariff Rule Information

015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
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**Amendment No.: O**

**Rule 30: Access to Tariff Information**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

This tariff is published on the Internet web site of Alba Wheels Up International, Inc at: [www.albawheelsup.com](http://www.albawheelsup.com).

Interested parties should contact Ann Marie Velez by email at [a.velez@albawheelsup.com](mailto:a.velez@albawheelsup.com) concerning access to Carrier's tariff. Please refer to the tariff profile or title page for additional contact information.

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## ***Tariff Rule Information***

**015337-100: ALBA WHEELS UP INTERNATIONAL INC.  
NRA RULES TARIFF NO. 100**

**Amendment No.: O**

**Rule 31-200: Reserved for Future Use**

**Effective: 07FEB2012 Thru: NONE Expires: NONE Publish: 07FEB2012**

Rules 31-200 reserved for future use.

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