

PROLOGIX LLC Org 027472 Tariff 001	Date Filed: Jan 30, 2019	Date Effective: Jan 30, 2019	Rule 7 Payment of Freight Charges
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Payment of Freight Charges

All freight and other charges shall be considered earned upon receipt of goods by the carrier. Freight and other charges provided for in this tariff must be paid in full by the Shipper Regardless of whether cargo is lost or damaged or voyage is interrupted or abandoned.

Except as otherwise provided in this Tariff, all freight and other charges, on shipments from the United States shall be prepaid in the United States in United States currency except, that a Carrier may permit freight and other charges to be prepaid at destination or collect it at destination prior to the release of the cargo, provided payment is established.

Exception: Shipments of household goods and personal effects must be prepaid at the origin port or can be prepaid at the destination port prior to cargo being loaded aboard carrier’s vessel.

Carrier may extend credit to the Shipper or, when credit is requested or accepted by a Freight Forwarder who arranges shipment on behalf of a Shipper, to the Shipper and his authorized freight forwarder jointly and severally, in accordance with Carrier’s credit policy.

All payments for freight and other charges provided for in this Governing Tariff shall be made without set-off or counterclaim and free and clear of, and without deduction for, any and all present and future taxes, levies, imposts, duties, fees, deductions, charges, restrictions, withholdings or conditions of any nature imposed by any governmental authority or by any political subdivision thereof or any taxing authority therein excluding taxes imposed by the federal and any state government of the United States of America (“Taxes”).

If Customer is required by law to deduct any Taxes from or with respect to any sum payable hereunder, (i) the sum payable by the Customer shall be increased as necessary so that after Customer has made all required withholdings and deductions (including withholdings and deductions applicable to additional sums payable under this Rule) Carrier receives the amount equal to the sum if would have received had no such withholdings or deductions been made; (ii) [Shipper] shall make all such withholdings or deductions from the increased amount; (iii) Customer shall remit the withheld or deducted amount to the relevant taxation or other authority in accordance with applicable law; and (iv) Customer shall provide within thirty (30) days evidence that such amounts were remitted to the relevant authority.

Customer shall indemnify and hold harmless Carrier for the full amount of Taxes and any other liability (including interest and penalties) arising therefrom and with respect thereto associated with the freight and other charges provided for in this Governing Tariff. Such indemnification shall be made within five (5) business days from the date Carrier makes written demand therefor. The obligations of the Customer under this Rule shall survive termination of customers contractual rates whether filed via NRA/NSA or open tariff filing.