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## UIIA Equipment Providers Free Days and Per Diem/Use Charges

**Note:** For your convenience, we have produced a quick and easy online reference for Motor Carriers to access free time and per diem information for UIIA Equipment Providers. The following document contains only those sections within participating UIIA EP addenda that reflect each Provider's free time and per diem charges.

Please note that there may be other sections contained in an EP's addendum where the application of per diem charges may be addressed (i.e. lost/stolen equipment). To obtain this information Motor Carriers will need to download the Equipment Provider's addendum in its entirety by clicking on the Equipment Provider's company name from your list of pending or approved Equipment Providers.

Click on the links on the following page to take you directly to the Equipment Provider you wish to obtain free time/per diem information for. Should you wish to get back to the list of providers, simply click on the "back to top" link at the bottom of the page.

# List of Participating Equipment Providers

## Free Days and Use Charges

### **OCEAN CARRIERS:**

[ACL/Grimaldi Group/Inarme](#)  
[American President Lines LLC](#)  
[ANL Singapore Co. Pte. Ltd.](#)  
[Arkas Container Transport S.A.](#)  
[Bermuda Container Line Limited](#)  
[Canadian Pacific-US \(SOO Line & D&H\)](#)  
[CMA/CGM America, Inc.](#)  
[COFC Logistics LLC](#)  
[COSCO Shipping Lines Co. Ltd/COSCO Shipping Lines \(North America\) Inc.](#)  
[Crowley Liner Services](#)  
[Eimskip USA, Inc.](#)  
[Evergreen Shipping Agency \(America\) Corporation](#)  
[Florida East Coast Railway](#)  
[Hapag-Lloyd \(America\) Inc.](#)  
[HMM Co. Ltd. .](#)  
[Hede \(Hong Kong\) International Shipping Ltd.](#)  
[Iowa Interstate Railroad](#)  
[ISO Tank Chassis Services LLC](#)  
[ITT FoodTrans LLC \(Formerly Depotrans Clewiston LLC\)](#)  
[MACS Maritime Carrier Shipping LLC](#)  
[Maersk Line U.S.A., Inc. as Agent for Maersk Line A/S](#)  
[Maersk Line Limited](#)  
[Matson Navigation Company](#)  
[Matson Navigation Company of Alaska LLC](#)  
[Mediterranean Shipping Company](#)  
[National Shipping of America LLC](#)  
[Neptune Pacific Direct Line Pte Ltd.](#)  
[Ocean Network Express North America, Inc./Ocean Network Express Pte. Ltd.](#)  
[OOCL \(USA\) Inc as agents for Orient Overseas Container Line Limited and OOCL \(Europe\) Limited](#)  
[Pasha Hawaii Holdings LLC](#)  
[Paul's Transport, Inc.](#)  
[Sarjak Container Line Pvt. Ltd.](#)  
[Schuyler Line Navigation Company LLC](#)  
[Seaboard Marine Ltd.](#)  
[Sealead Shipping Pte Ltd.](#)  
[SM Line Corporation](#)  
[Somers Isles Shipping Ltd.](#)  
[Swire Shipping \(formerly Indotrans, Inc/Indotrans Pacific\)](#)  
[Tote Maritime Puerto Rico LLC \(fmerly Sea Star Line LLC\)](#)  
[Turkon Container Transportation & Shipping, Inc.](#)  
[Wan Hai Lines Ltd.](#)  
[XPO Stacktrain, LLC](#)  
[Yang Ming \(Yang Ming \(America\) Corp.\)](#)  
[Zim American Integrated Shipping Services Co, LLC](#)

[BNSF Railway Company](#)

[Canadian National/Illinois Central Railroad](#)

[Kansas City Southern Railway Company](#)

[Norfolk Southern Corp.](#)

[Union Pacific Railroad Company](#)

### **CHASSIS MANAGEMENT COMPANIES:**

[Flexi-Van Leasing, LLC](#)

[Milestone Chassis Company LLC](#)

[Milestone Equipment Company LLC](#)

[North American Chassis Pool Cooperative LLC](#)

[The Genset Pool LLC](#)

### **RAILROAD COMPANIES:**

## ACL/Grimaldi Group/Inarme

### 1. Free Days

- A. Standard containers, flatracks, open top containers without chassis
  - Imports – day of interchange plus 4 working days
  - Exports – day of interchange plus 7 working days
- B. Refrigerated containers
  - Import or export: day of interchange plus 2 working days
- C. Trailers, low boys, flatbeds, or other special project equipment
  - Import or Export: day of interchange plus 5 working days
- D. Chassis – If Provider is required to provide chassis equipment, there are no free days.

### 2. Per Diem Charges:

- |  |                   |
|--|-------------------|
| A. Standard containers flatracks and open tops             | \$ 140.00 per day |
| B. Refrigerated containers                                 | \$ 375.00 per day |
| C. Trailers, low boys, flatbeds or other special equipment | \$ 125.00 per day |
| D. Chassis   | \$ 25.00 per day  |

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EFFECTIVE: JANUARY 13, 2003  
NAME CHANGE REFLECTED: JULY 3, 2010  
REVISED: August 10, 2017  
IIEC REVISION: SEPTEMBER 21, 2018

## AMERICAN PRESIDENT LINES LLC

### A. FREE TIME

For the U.S.:

Free Time period shall consist of the day the equipment is interchanged plus the next three working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled and specialized equipment is day of interchange plus the next two working days. Free Time for temperature-controlled equipment discharging in the Port of Philadelphia is day of interchange plus the next four **(4)** working days with a flat rate of \$160 per day, or \$175 per day if the container/chassis setup is provided. .

For Canada:

Free Time period shall consist of the day the equipment is interchanged plus the next three working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled and specialized equipment is day of interchange plus the next two working days. Free Time for other equipment which may be provided, such as trailers, low boy trailers and equipment leased for special projects, shall consist of the day the equipment is interchanged plus the next four working days.

### B. CHARGES

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below (**Table 1 or Table 2**) from the Provider until said equipment is returned to the Provider. In the event that American President Lines LLC provides a chassis for moves that are not carrier arranged shipments, a Chassis Provision Charge (CPC) of **\$30** per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, the following charge will be applicable until the equipment is returned empty.

#### **SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES**

**Table 1: Charges below for Equipment provided by American President Lines LLC at an interchange point within the United States**

See next page for Table 1

(American President Lines LLC – continued)

Port	Container Type	Free Days	Charges per calendar day after Free Time	
All US Ports Export & Import (except noted below)	DRY	4 working	Days 5-8 Days 9-12 Days 13+	\$140 \$185 \$220
All US Ports Export & Import (except noted below)	Specialized, Tanks, & AutoTainer*	3 working	Days 4-7 Days 8-11 Days 12+	\$220 \$265 \$310
All US Ports Export & Import (except noted below)	Refrigerated	3 working	Days 4-6 Days 7-10 Days 11+	\$345 \$445 \$545
California Import	Dry	4 working	Days 5-8 Days 9+	\$150 \$230
Hawaii Export	DRY 20'	7 Calendar	Days 8-21 Days 22+	\$20 \$40
	DRY 40'/45'	7 Calendar	Days 8-21 Days 22+	\$40 \$80
	Specialized, Tanks, & AutoTainer*	5 Calendar	Days 6-19 Days 20+	\$80 \$120
	20' Refrigerat ed	6 Calendar	Days 7-9 Days 10+	\$80 \$200
	40' Refrigerated	6 Calendar	Days 7-9 Days 10+	\$100 \$250
Hawaii Import	DRY 20'	5 Working	Days 6-19 Days 20+	\$50 \$100
	DRY 40'/45'	5 Working	Days 6-19 Days 20+	\$100 \$150
	Specialized, Tanks, & AutoTainer*	5 Working	Days 6-19 Days 20+	\$150 \$180
	20' Refrigerated	4 Working	Days 5-7 Days8+	\$150 \$200
	40' Refrigerated	4 Working	Days 5-7 Days8+	\$200 \$250
Dutch Harbor Alaska	All types	Equipment detention charge(s) do not apply		

**Table 2: Charges below for Equipment provided by American President Lines LLC at an interchange point within Canada**

**Imports:**

EQUIPMENT	DAYS 5-8	EACH CALENDAR DAY THEREAFTER
20' Standard	\$140.00 per day	\$170.00 per day
40' Standard	\$140.00 per day	\$170.00 per day
EQUIPMENT	DAYS 4-6	EACH CALENDAR DAY THEREAFTER
20' Standard- HAZ	\$180.00 per day	\$230.00 per day
24' Standard- HAZ	\$180.00 per day	\$230.00 per day
EQUIPMENT	EACH CALENDAR DAY AFTER FREE TIME EXPIRES	
20' Open Top	\$200.00 per day	
40' Open Top	\$200.00 per day	
20' Flat	\$200.00 per day	
40' Flat	\$200.00 per day	

(American President Lines LLC – continued)

EQUIPMENT	DAYS 4-6	EACH CALENDAR DAY THEREAFTER
20' Refrigerated	\$300.00 per day	\$400.00 per day
40' Refrigerated	\$300.00 per day	\$400.00 per day

**Exports:**

EQUIPMENT	DAYS 6-9	EACH CALENDAR DAY THEREAFTER
20' Standard	\$130.00 per day	\$160.00 per day
40' Standard	\$130.00 per day	\$160.00 per day

EQUIPMENT	DAYS 4-6	EACH CALENDAR DAY THEREAFTER
20' Standard- HAZ	\$162.00 per day	\$212.00 per day
24' Standard- HAZ	\$162.00 per day	\$212.00 per day

EQUIPMENT	EACH CALENDAR DAY AFTER FREE TIME EXPIRES
20' Open Top	\$200.00 per day
40' Open Top	\$200.00 per day
20' Flat	\$200.00 per day
40' Flat	\$200.00 per day

EQUIPMENT	DAYS 6-8	EACH CALENDAR DAY THEREAFTER
20' Refrigerated	\$300.00 per day	\$350.00 per day
40' Refrigerated	\$300.00 per day	\$350.00 per day

**D. ADDITIONAL TERMS AND CONDITIONS**

1. Lost or stolen equipment must be reported by certified mail to American President Lines LLC, c/o CMA CGM (America) LLC, 1 CMA CGM Way, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by APL Co. Pte Ltd.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to American President Lines LLC.
3.
  - A. Subject to the provisions in the following subsection B, in the event Motor Carrier redelivers Chassis to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Chassis to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis- Delivery Fee of \$35.00 per day, in addition to the above noted costs, assessed from the date of improper delivery until the Chassis is delivered to the point of origin or other location that is no further away than the original delivery location.
  - B. When Interchanging a CMA CGM Private Chassis (i.e., a chassis from CMA CGM's leased fleet which is not part of a neutral or interoperable pool), Motor Carrier agrees to only use the Chassis in connection with the specific shipment for which it has been interchanged. In the event Motor Carrier (i) fails to return a CMA CGM Private Chassis to the start-stop location identified by the Provider as an authorized place of return for CMA CGM Private Chassis and/ or (ii) uses a CMA CGM Private Chassis for a shipment other than the specific booking for which it has been interchanged, Motor Carrier agrees to pay Provider a one-time Mis-Use surcharge of \$1300.00 per chassis and a daily Mis-Delivery Fee of \$100.00 per day per chassis, assessed from the date the unauthorized use began or improper return occurred, through the date the CMA CGM Private Chassis is returned to Provider at an authorized place of return.
4. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Mis-Use Fee of \$3100 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions. Notwithstanding the foregoing, in the event Motor Carrier returns/delivers an empty Container to Columbia Group Depot yard in Newark, NJ that did not originate from Maher Terminals in Elizabeth, NJ, a non-origination fee of \$250 per container will be charged to the Motor Carrier to cover the additional cost incurred for the empty return.
5. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.

**(American President Lines LLC -continued)**

6. Any request by a Motor Carrier to street turn equipment under its interchange (i.e. reuse empty import equipment in its possession for a subsequent export or domestic move without empty return and release from an authorized terminal or depot) must be submitted and approved through the Avantida platform at <https://portal.avantida.com>. Motor Carrier will be responsible for complying with any terms of use of the Avantida platform and for paying a service charge of \$35.00 USD for US locations or \$40.00 CAD for Canadian locations per street turn request directly to Avantida that is associated with an export move. For street turn requests directed to Avantida associated with a domestic move, Motor Carriers will be responsible for paying a service charge of \$15.00 USD for US locations and \$20.00 CAD for Canadian locations. Any equipment used by Motor Carrier for a street turn that is not submitted and approved through the Avantida platform will be subject to an Unauthorized Street Turn fee of \$250.00 USD per container per occurrence, and detention daily usage/per diem charges at the expiration of free time under the original import interchange

**E. METHOD OF DISPUTE PROCESS**

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department via e-mail at [nasddsmdisputes@apl.com](mailto:nasddsmdisputes@apl.com); telephone: (866)574-1364. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

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**EFFECTIVE: MAY 1, 1998**

**REVISION EFFECTIVE: MAY 26, 2024**

**NAME CHANGE: NOVEMBER 14, 2021**

**IIEC REVISION: SEPTEMBER 21, 2018**

**ANL Singapore Pte. Ltd. (Formerly US Lines LLC)**

**A. FREE TIME**

For the U.S.:

Free Time period shall consist of the day the equipment is interchanged plus the next four working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature-controlled equipment is day of interchange plus the next two working days.

For Canada:

Free Time period shall consist of the day the equipment is interchanged plus the next four working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of Free Time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature-controlled equipment is day of interchange plus the next two workings days.

When the chassis is also provided by the Provider for Carrier Haulage/Door moves, two calendar days Free Time for the chassis is allowed.

**B. CHARGES**

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below (**Table 1 or Table 2**) from the Provider until said equipment is returned to the Provider. In the event that CMA CGM provides a chassis for moves that are not carrier arranged shipments, a Chassis Provision Charge (CPC) of **\$30** per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, the following charge will be applicable until the equipment is returned empty.

**SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES**

**Table 1: Charges below for Equipment provided by ANL Singapore Pte. Ltd. at an interchange point within the United States**

<b>EQUIPMENT</b>	<b>DAYS 5-8</b>	<b>DAYS 9-12</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
Dry (any size)	\$140.00 per day	\$185.00 per day	\$220.00 per day
Non-operating Reefer (NOR)	\$140.00 per day	\$185.00 per day	\$220.00 per day

  

<b>EQUIPMENT</b>	<b>DAYS 4-7</b>	<b>DAYS 8-11</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
Special Equip (any size)	\$220.00 per day	\$265.00 per day	\$310.00 per day
Tanks	\$220.00 per day	\$265.00 per day	\$310.00 per day

  

<b>EQUIPMENT</b>	<b>DAYS 4-6</b>	<b>DAYS 7-10</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
Reefer containers	\$345.00 per day	\$445.00 per day	\$545.00 per day

**Table 2: Charges below for Equipment provided by ANL Singapore Pte. Ltd. at an interchange point within Canada**

<b>EQUIPMENT</b>	<b>EACH CALENDAR DAY AFTER FREE TIME EXPIRES</b>
Dry (any size, including tanks)	\$195.00 per day
Non-operating Reefer (NOR)	\$250.00 per day
Special Equipment	\$400.00 per day

  

<b>EQUIPMENT</b>	<b>DAYS 4-6</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
Reefer (any size)	\$350.00 per day	\$400.00 per day

  

<b>EQUIPMENT</b>	<b>EACH CALENDAR DAY AFTER FREE TIME EXPIRES</b>
Chassis (Canada)	\$80.00 per day



#### D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by certified mail to ANL Singapore Pte. Ltd., c/o CMA CGM (America) LLC, 1 CMA CGM Way, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by ANL Singapore Pte. Ltd.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to ANL Singapore Pte. Ltd.
3.
  - A. Subject to the provisions in the following subsection B, in the event Motor Carrier redelivers Chassis to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Chassis to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis- Delivery Fee of \$35.00 per day, in addition to the above noted costs, assessed from the date of improper delivery until the Chassis is delivered to the point of origin or other location that is no further away than the original delivery location.
  - B. When Interchanging a CMA CGM Private Chassis (i.e., a chassis from CMA CGM's leased fleet which is not part of a neutral or interoperable pool), Motor Carrier agrees to only use the Chassis in connection with the specific shipment for which it has been interchanged. In the event Motor Carrier (i) fails to return a CMA CGM Private Chassis to the start-stop location identified by the Provider as an authorized place of return for CMA CGM Private Chassis and/ or (ii) uses a CMA CGM Private Chassis for a shipment other than the specific booking for which it has been interchanged, Motor Carrier agrees to pay Provider a one-time Mis-Use surcharge of \$1300.00 per chassis and a daily Mis-Delivery Fee of \$100.00 per day per chassis, assessed from the date the unauthorized use began or improper return occurred, through the date the CMA CGM Private Chassis is returned to Provider at an authorized place of return.
4. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Mis-Use Fee of \$1300 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions. Notwithstanding the foregoing, in the event Motor Carrier returns/delivers an empty Container to Columbia Group Depot yard in Newark, NJ that did not originate from Maher Terminals in Elizabeth, NJ, a non-origination fee of \$250 per container will be charged to the Motor Carrier to cover the additional cost incurred for the empty return.
5. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.
6. Any request by a Motor Carrier to street turn equipment under its interchange (i.e. reuse empty import equipment in its possession for a subsequent export or domestic move without empty return and release from an authorized terminal or depot) must be submitted and approved through the Avantida platform at <https://portal.avantida.com>. Motor Carrier will be responsible for complying with any terms of use of the Avantida platform and for paying a service charge of \$35.00 USD for US locations or \$40.00 CAD for Canadian locations per street turn request directly to Avantida that is associated with an export move. For street turn requests directed to Avantida associated with a domestic move, Motor Carriers will be responsible for paying a service charge of \$15.00 USD for US locations and \$20.00 CAD for Canadian locations. Any equipment used by Motor Carrier for a street turn that is not submitted and approved through the Avantida platform will be subject to an Unauthorized Street Turn fee of \$250.00 USD per container per occurrence, and detention daily usage/per diem charges at the expiration of free time under the original import interchange

#### E. METHOD OF DISPUTE PROCESS

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department via e-mail at [usa.disputes@usa.cma-cgm.com](mailto:usa.disputes@usa.cma-cgm.com); telephone: (757)961-2100. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

**EFFECTIVE: NOVEMBER 1, 2000**

**REVISED: MAY 26, 2024**

**(Name Change to US Lines LLC 10/02/09)**

**(Company changed its name to ANL Singapore Pte. Ltd. 01/01/17)**

**IIEC REVISION: SEPTEMBER 21, 2018**

## ARKAS CONTAINER TRANSPORT S.A.

### Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

#### 1. FREE TIME AND PER DIEM CHARGES

##### A. TABLE OF CHARGES

##### NORFOLK, SAVANNAH, NEW YORK

Dry and NORs			
Days	20'	40'	45'
0 - 4	Free	Free	Free
5 - 8	\$175	\$175	\$175
9 - 12	\$200	\$200	\$200
13+	\$225	\$225	\$225

Reefer Containers		
Days	20RF	40RF
0 - 3	Free	Free
4 - 6	\$325	\$325
7+	\$400	\$400

Special Equipment and Tank					
Days	20 OT	40OT	20FR	40FR	20TK
0 - 3	Free	Free	Free	Free	Free
4 - 6	\$325	\$325	\$325	\$325	\$325
7+	\$400	\$400	\$400	\$400	\$400

##### B. ADDITIONAL TERMS AND CONDITIONS

###### 1. Exceptions:

- For street turned containers, Motor Carriers should first get Provider's official confirmation (send e-mail to [usmng@arkas-usa.com](mailto:usmng@arkas-usa.com)).
- Free days are in working days.
- After expiration of free days, Per Diem is Billable in Calendar Days (incl. weekends and holidays) by the Provider.
- Collection expenses incurred by Arkas Line in collecting past due use charges shall be invoiced to the delinquent Motor Carrier.

Effective: March 21, 2024

**BERMUDA CONTAINER LINE, LTD.**

**I. FREE DAYS AND USE CHARGES**

In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6 of the UIIA, the following Free Time shall be allowed and the following use charges assessed to Motor Carrier.

**FREE TIME AND RATES**

- A.** Free time period shall be allowed for the equipment commencing with the day the equipment is delivered to the Motor Carrier as follows:

1. Dry Container – 10 working days free time
2. Refrigerated Container – 5 working days free time
3. Chassis – 5 working days free time, except for chassis used for rail shipments  
the free time will be 2 working days
4. All Other Equipment – 5 working days free time

Saturdays, Sundays and Holidays shall be excluded in computing free time.  
Coincident with the expiration of said free time, per diem charges shall be assessed on the equipment for each calendar day until the day said equipment is properly returned to The Provider.

- B.** For Intermodal equipment used to move export or import shipments after the expiration of Free Time, the Motor Carrier shall be responsible for the payment of the following per diem charge:

1. Dry Container ..... **\$15.00 per day**
2. Refrigerated Container ..... **\$30.00 per day**
3. Chassis ..... **\$20.00 per day**
4. Chassis used for rail shipments - Per Diem is based on the chassis owner charge
5. All other Equipment ..... **\$20.00 per day**

**NOTES:**

- (i) The term day means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.
- (ii) A working day shall not include Saturdays, Sundays or holidays.

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## II. NOTIFICATION AND FREE TIME / STORAGE

Notification, Free Time and Storage are governed by the applicable provisions of the BNSF Intermodal Rules and Policies Guide, or successor publication(s) ("BNSF R&PG"), in effect at the time of transportation. BNSF R&PG Item 37 contains items related to Notification, Free Time and Storage which may be applicable to Motor Carriers; other items listed in BNSF R&PG Item 37 relate to Shippers and may not be applicable to Motor Carriers. Complete details on BNSF Intermodal Storage can be found in the BNSF R&PG, (last revised January 22, 2022), available at [www.bnsf.com](http://www.bnsf.com). (Item 37: Storage at <http://www.bnsf.com/ship-with-bnsf/intermodal/pdf/intermodal-r-and-pg.pdf>). Questions or additional inquiries should be directed to [imdl-autostorage@bnsf.com](mailto:imdl-autostorage@bnsf.com).

- A. Integrated Service Planning (ISP) – ISP is the date and time provided by the shipper on the shipping instructions that indicates the shipped planned out-gate from a BNSF facility.
- B. Notification – Notification occurs when BNSF advises the notify party that the equipment is available or there is a condition with the shipment requiring attention.
- C. Free Time – Free Time is the amount of time equipment can remain at a BNSF facility without incurring storage charges.
- D. Storage – Charges associated with the period of time that the equipment is held (dwells) at a BNSF facility beyond notification and free time periods.

## III. CONTAINER/CHASSIS USE/RENTAL/PER DIEM CHARGES

- A. Type of Equipment  
Not applicable to Motor Carriers for BNSF-owned/controlled containers/chassis.
  - 1. Free Time Allowance  
Not applicable to Motor Carriers for BNSF-owned/controlled containers/chassis.
  - 2. Container/Chassis Use/Rental/Per Diem Charges  
Not applicable to Motor Carriers for BNSF-owned/controlled containers/chassis.

## IV. METHOD OF INVOICE DISPUTE RESOLUTION

### A. Storage and Container/Chassis Use/Rental/Per Diem Billing

An individual bill for Equipment incurring storage charges will be submitted by BNSF on a daily basis following Equipment removal from BNSF's terminal.

Motor Carrier must submit billing disputes to BNSF within thirty (30) days of invoice date. BNSF will use commercially reasonable efforts to respond to a billing dispute within thirty (30) days of receipt. In the event Motor Carrier fails to pay all uncontested amounts due within thirty (30) days of the invoice date, this Addendum shall be subject to immediate cancellation by BNSF along with payment of interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 ½%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 ½%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by Law, whichever is less. Motor Carrier will not be permitted to pick up Equipment at BNSF terminals during the cancellation period. In the event any charge due remains unpaid more than sixty (60) days from invoice date and BNSF refers collection of such charge to an attorney, Motor Carrier agrees to pay, in addition to said charge, all costs for attorneys' fees and collection expenses.

- B. Unresolved Disputes  
All unresolved disputes may be resolved through judicial means.

## V. OTHER CHARGES

- A. Failure to Furnish Disposition  
Motor Carrier shall furnish disposition of Equipment upon request from BNSF. In the event Motor Carrier fails to respond to BNSF's request for disposition of Equipment within five (5) days from date of BNSF's request, a surcharge will be assessed to Motor Carrier as set forth in Exhibit A to this Addendum.
- B. Hazardous Waste  
BNSF prohibits the movement of municipal or solid waste in BNSF-owned/controlled Equipment. Anyone who transports such materials in BNSF-owned/controlled Equipment will be solely responsible for either returning the Equipment to an acceptable condition or replacing the Equipment

**Exhibit A – Section II. Surcharges**

A \$700 surcharge will be assessed for each occurrence against the Motor Carrier should the following events occur while in the Motor Carriers possession.

- Equipment interchanged to an unauthorized party.
- Chassis not returned within five (5) days following crosstown or pier terminal delivery.
- Failure to respond to BNSF's request within five (5) days for Equipment disposition.

A \$500 surcharge will be assessed for each occurrence against the Motor Carrier should a breach of the Addendum require cancellation and BNSF reinstatement of the Addendum.

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# CANADIAN NATIONAL/ILLINOIS CENTRAL RAILROAD

## 1. DEFINITION OF TERMS:

**MOTOR CARRIER CHARGES:** "Motor Carrier Charges" shall mean the daily charges for use and/or storage of Equipment as set forth in this Addendum or as may be set forth in subsequent amendments thereto.

**DETENTION DAY:** "Detention Day" shall mean a twenty-four (24) hour period, or part thereof, commencing 00:01 after released / interchanged from Canadian National / Illinois Central Railroad (CN).

**CREDIT:** "Credit" shall mean non-chargeable detention day. Credits can only be earned on those equipment released / interchanged to CN.

**HOLIDAYS:** "Holidays" shall mean the nationally recognized dates for the following only: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

## 3. EQUIPMENT USAGE:

(a) Interchange will be made on a compensation basis. Motor Carrier Charges shall be those listed below. Canadian National Railway (CN) reserves the right to change such Motor Carrier Charges upon thirty (30) days written notice, such notice to be sent by United States Mail, facsimile or delivery to the last known address of Motor Carrier, and such Motor Carrier Charges to take effect on the first day of the month following the expiration of the thirty (30) day notice period.

(b) Except as otherwise provided in the Agreement or this Addendum, the Motor Carrier may be subject to the regulations, rules and charges as published in the CN rules tariff CNR 9100. A copy of this tariff is available at [www.cn.ca](http://www.cn.ca). The Equipment usage provisions contained herein represent a summary of the specific terms of CNR 9100 (Revision AI Effective 7/15/04).

(c) Charges for use of Equipment pursuant to this Agreement shall be assessed on the following basis:

INTERMODAL UNIT TYPE – RAILWAY CONTROLLED	DETENTION CHARGE PER UNIT/ PER DAY
1. Dry Units / Roadrailer Units	\$ 50.00
2. Refrigerated Units - turned on (\$100 for first 3 days - \$150 thereafter)	\$ 100.00/\$ 150.00
3. Refrigerated Units - turned off (used as dry)	\$ 50.00
4. Heated Units - turned on	\$ 100.00
5. Heated Units - turned off (used as dry)	\$ 50.00
6. All Other Intermodal Units - incl. Dom.Repo equipment (PL40/42/47) - plus chassis	\$ 30.00
7. All Other Intermodal Units - incl. Dom.Repo equipment (PL45) - without chassis	\$ 15.00

(d) Charges for equipment use will be calculated as follows:

- 1) Total detention day(s) for all units released will be added.
- 2) Total credits for all units released will be added.
- 3) If total credits exceed total detention day(s), detention charges will not be assessed.
- 4) If total detention day(s) exceed the total credits, calculation of charges will be assessed as follows:

(i) Subtract number of total credits from total detention day(s) to determine the chargeable detention day(s).

(ii) The number of chargeable detention day(s) will be assessed in accordance with Items 5225 and 5230 of tariff CNR 9100 (Revision AI Effective 7/15/04).

Credits will be granted per the following:

Type of Unit	Credits Allowed	Conditions
Dry	Two (2)	- None
Roadrailer	One (1)	- None
Refrigerated	One (1)	- Unit turned on
Refrigerated	Two (2)	- Unit turned off (used as dry)
Heated	One (1)	- Unit turned on
Heated	Two (2)	- Unit turned off (used as dry)
All Other IM Units	Two (2)	- Unit used as dry
All Other IM Units	One (1)	- When unit has detention day(s) occurring on Holiday or for each Detention day occurring during the Christmas Shutdown.

**Note:** Detention day(s) will not start accruing on Sundays (Saturdays also, if Intermodal terminal is closed) and/or Holidays. However, where detention day(s) have already started to accrue, Sundays (Saturdays also, if Intermodal terminal is closed) will be included in the detention calculation.

- (e) When Equipment for which CN is charged per diem by Equipment Owner is interchanged by Motor Carrier to another rail carrier as permitted herein, Motor Carrier shall furnish by mail, facsimile or delivery the fully completed crossover Interchange certificate to CN at the Intermodal Facility from which Motor Carrier received said equipment. The crossover Interchange certificate shall be furnished to CN within seventy-two (72) hours of the interchange to such rail carrier, or a charge of \$50.00 will be assessed against the Motor Carrier. The postmark date, receipt stamp at CN's gate or facsimile receipt as the case may be shall be used in determining compliance with the deadline. Motor Carrier shall be responsible for all Motor Carrier Charges on Equipment until interchanged to an authorized rail carrier.
- (f) If Motor Carrier is Notify Party, Motor Carrier shall be responsible for storage charges of \$25.00 per calendar day or fraction thereof on Shipper Owned Equipment following the expiration of allowable Free Time. Free Time will be considered day of notification plus two (2) days. Where free time has not yet expired, Sundays and Holidays will be considered additional free days.
- (g) If CN interchanges empty Equipment to Motor Carrier and Motor Carrier thereafter interchanges said empty Equipment to another rail carrier, loaded or empty, no credits will be allowed. Motor Carrier charges shall be assessed commencing on the day of Interchange from CN and continuing to the day the Equipment is interchanged to the other rail carrier. In addition, a \$300.00 misuse charge will be assessed against Motor Carrier.
- (h) When empty Equipment is interchanged to Motor Carrier from a CN's Intermodal Facility and is (1) returned empty to CN or (2) is returned empty or loaded, to a CN's Intermodal Facility other than the one from which the Equipment was originally interchanged to Motor Carrier, Motor Carrier Charges shall be assessed from day of interchange until day of return, both inclusive. In addition, a \$300.00 misuse charge will be assessed against the Motor Carrier.
- (i) In the event that equipment is interchanged to another rail carrier who does not have an appropriate interchange agreement, the detention charges will accrue until the unit is returned to CN.

**4. BILLING:**

- (a) CN will issue a statement of Motor Carrier Charges monthly to Motor Carrier. Such Statement shall contain sufficient detail to enable Motor Carrier to audit the statement.
- (b) Motor Carrier must submit billing disputes to Canadian National Railway, 277 Front Street, Floor 4, Toronto, ON, Canada M5V 2X7; or call 1-800-233-6022, or Fax disputes to 416-217-6051 within thirty (30) days statement date. In the event Motor Carriers fails to pay all uncontested amounts due within this thirty (30) day period, this Addendum shall be subject to immediate cancellation by CN. Motor Carrier will not be permitted to pick up any Equipment at Intermodal Facilities during the period that operations of this Agreement are suspended. If contested amounts have not been resolved within fifteen (15) days from the date that notice of billing dispute was received by CN, and charges are found by CN to be legitimate, this Addendum shall be subject to immediate cancellation by CN.
- (c) In the event any charges due remain unpaid more than sixty (60) days from invoice date and CN refers collection of such charges to a collection agency, Motor Carrier agrees to pay, in addition to said charges, an amount equal to 35% of said charges to represent attorney's fees and collection expenses.
- (d) Reinstatement of a terminated Agreement shall be at the sole discretion of CN and shall be subject to a reinstatement charge of \$500.00.

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**ARTICLE 3: DETENTION CHARGES - DOMESTIC EQUIPMENTS**

**A.** For each Equipment interchanged, detention charges per day shall be billed on the following basis, except no detention charges will be assessed on marine containers moving in import/export transportation service:

**FIRST:** The day of interchange and the immediate following three (3) days exclusive of Saturdays, Sundays and legal holidays will be days of grace, during which time no detention charges will be assessed. Thereafter, detention charges will be assessed including Saturdays, Sundays and legal holidays.

**SECOND:** (APPLIES ONLY WHEN AN INBOUND LOADED EQUIPMENT IS INTERCHANGED AND IS RETURNED LOADED FOR OUTBOUND MOVEMENT VIA CPR.) When a loaded Equipment is interchanged, and is returned loaded to the original place of interchange for outbound movement, the day of interchange and the immediately following six (6) days exclusive of Saturdays, Sundays and legal holidays will be days of grace during which time no detentions charge will be assessed. Thereafter, the applicable detention charges will be assessed including Saturdays, Sundays and legal holidays.

**THIRD:** The term "Holiday" shall include only the following:

- New Year's Day - January 1
- President's Day
- Good Friday
- Memorial Day - Last Monday of May
- Independence Day - July 4
- Labor Day - First Monday of September
- Thanksgiving Day - Fourth Thursday of November
- Day after Thanksgiving Day - Fourth Friday of November
- Christmas Eve Day - December 24
- Christmas Day - December 25
- New Year's Eve Day - December 31

In the event any one of the above named Holidays occurs on a Sunday, the succeeding Monday shall be considered the Holiday.

**FOURTH:** A day shall be considered 12:01 a.m. to 11:59 p.m.

**FIFTH:** Charges will be assessed against the Motor Carrier who fails to accomplish interchange of loaded Equipment within the free time pickup period as specified hereunder.

The free time pickup period shall commence on the calendar day of the first 10:00 a.m. following telephone notice that Equipment is available at railroad terminal and shall terminate at 11:59 p.m. of the immediately succeeding three calendar days, with exception of information outlined under Article 3, Second Item. Detention charges are applicable for each day following the expiration of the free time pickup period to but not including the day of interchange, Saturdays, Sundays and legal holidays.

Detention charges assessed will be as follows:	
For the first day or fraction thereof	\$ 42.00/day.
For the second day and each succeeding day or fraction thereof Saturdays, Sundays and Legal Holidays excepted	\$ 52.00/day

**SIXTH:** Motor Carrier shall be responsible to CPR for detention and such detention shall be assessed accordingly to subparagraphs 1, 2, 3, 4 and 5 of this addendum. Such responsibility shall terminate only when Motor Carrier returns the equipment to CPR as evidenced by an Interchange and Inspection Form; or when written notice has been given that the Equipment is lost, stolen or destroyed; or when Motor Carrier interchanges the Equipment to a third party per the written instruction and permission of CPR.

**SEVENTH:** A Charge will be assessed against the Motor Carrier when empty Equipment is interchanged to that carrier and is returned empty for which there can be no line haul movement. CPR may claim and shall be compensated at a charge of \$52.00 per Equipment for each 24-hour period or fraction thereof. This charge when applied, will be in lieu of detention charges contained in this Addendum.

**EIGHTH:** Charges rendered by CPR to Motor Carrier must be paid in full within thirty (30) days from date of bill. Failure to comply with this provision will result in automatic cancellation of this Addendum, after notification of suspension has been given to Motor Carrier in accordance with G.14.c of the UIIA.



**B. DETENTION CHARGES - U.S. EQUIPMENTS**

**FIRST:** For equipment(s) where the line haul originates or terminates in Canada, Motor Carrier shall be allowed a free time allowance, hereinafter called "FREE TIME ALLOWANCE", as follows:

- (a) Loaded equipment(s) inbound from U.S.A. - 48 hours
- (b) Equipment(s) to be loaded outbound to the U.S.A. - 48 hours
- (c) Loaded equipment(s) inbound from the U.S.A. which will be unloaded and re-loaded outbound to the U.S.A. -144 hours

The FREE TIME ALLOWANCE shall commence from the time Motor Carrier picks up and removes the equipment(s) from the CPR terminal (the "INTERCHANGE TERMINAL").

Saturdays, Sundays and Holidays will be excluded when computing free time.

Upon expiration of free time, Saturdays, Sundays and Holidays will be included as assessable detention days.

**SECOND:** The term "Holiday" shall include only the following:

New Year's Day - January 1  
President's Day  
Good Friday  
Memorial Day - Last Monday of May  
Independence Day - July 4  
Labor Day - First Monday of September  
Thanksgiving Day - Fourth Thursday of November  
Day after Thanksgiving Day - Fourth Friday of November  
Christmas Eve Day - December 24  
Christmas Day - December 25  
New Year's Eve Day - December 31

In the event any one of the above named Holidays occurs on a Sunday, the succeeding Monday shall be considered the Holiday.

**THIRD:** Subject to the FREE TIME ALLOWANCE, Motor Carrier shall pay a per diem equipment detention charge as indicated below for each twenty-four (24) hour period or fraction thereof commencing at the end of the FREE TIME ALLOWANCE and terminating at the time equipment(s) is returned to the INTERCHANGE TERMINAL.

For the first day or fraction thereof	\$ 42.00/day.
For the second day and each succeeding day or fraction thereof (Saturdays, Sundays and Legal holidays excepted)	\$ 52.00/day.

**FOURTH:** A day shall be considered 12:01 a.m. to 11:59 p.m.

**C. MISUSE CHARGES**

**FIRST:** EMPTY PICKED UP - EMPTY RETURNED TO SAME TERMINAL. When the Motor Carrier picks up empty equipment from CPR 's terminal and returns that equipment empty to CPR 's terminal, Motor Carrier shall pay a charge of one hundred dollars (\$100.00). No free days will be allowed.

**SECOND:** EMPTY PICKED UP - EMPTY RETURNED TO ANOTHER TERMINAL. When the Motor Carrier picks up empty equipment from CPR 's terminal and returns that equipment empty to another terminal of CPR, a charge of one hundred and twenty-five dollars (\$125.00) shall be paid by the Motor Carrier. No free days will be allowed.

**THIRD:** EMPTY PICKED UP - LOAD RETURNED TO ANOTHER TERMINAL. When the Motor Carrier picks up empty equipment from CPR's terminal and returns that equipment loaded to another terminal of CPR, and Motor Carrier shall pay a charge of twenty-five dollars (\$25.00). No free days will be allowed.

**Exception:** Charges in Third paragraph above will only be waived upon permission from the ramp where equipment was picked up. Said exception must be confirmed in writing or by facsimile message from the ramp.

**FOURTH:** LOAD PICKED UP - EMPTY OR LOAD RETURNED TO ANOTHER TERMINAL. When the Motor Carrier picks up loaded equipment from CPR 's terminal and returns that equipment loaded or empty to another terminal of CPR, a charge of twenty-five dollars (\$25.00) shall be paid by the Motor Carrier. No free days will be allowed.

**FIFTH:** EMPTY PICKED UP - EMPTY OR LOAD DELIVERED TO ANOTHER RAIL CARRIER. When the Motor Carrier picks up empty equipment from CPR's terminal and delivers that equipment loaded or empty to another rail carrier, no free days will be allowed, and Motor Carrier shall pay an additional three hundred dollars (\$300.00).

**Exception:** Charges in Fifth paragraph above will only be waived upon permission from the ramp where equipment was picked up. Such exception must be confirmed in writing or by facsimile message from the ramp

**SIXTH:** LOAD PICKED UP - EMPTY OR LOAD DELIVERED TO ANOTHER RAIL CARRIER. When the Motor Carrier picks up loaded equipment from CPR's terminal and delivers that equipment, loaded or empty, to another rail carrier, no free days will be allowed, and Motor Carrier shall pay an additional three hundred dollars (\$300.00).

**SEVENTH:** PAYMENT OF CHARGES. Motor Carrier shall pay Misuse Charges in full rendered by CPR pursuant to this Addendum within thirty (30) days of the date of the invoice. Motor Carrier's failure to comply with this provision shall permit CPR to cancel the Addendum once notified in accordance with Section G.14.c of the UIIA.

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## CMA CGM (AMERICA) LLC

### A. FREE TIME

Free Time period shall consist of the day the equipment is interchanged plus the next three working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled and specialized equipment is day of interchange plus the next two working days. Free time for temperature controlled equipment discharging in the Port of Philadelphia is day of interchange plus the next four (4) working days with a flat rate of \$160 per day, or \$175 per day if the container/chassis setup is provided.

Free time for temperature controlled equipment loading out of the Port of Oakland to any foreign destination is day of interchange plus the next three working days, charges outlined below in Section B will apply.

### B. CHARGES

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below (**Table 1**) from the Provider until said equipment is returned to the Provider. In the event that CMA CGM provides a chassis for moves that are not carrier arranged shipments, a Chassis Provision Charge (CPC) of **\$30** per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, the following will be applicable until the equipment is returned empty.

**SEE TABLE 1 – SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES ON THE FOLLOWING PAGE**

-more-

TABLE 1

**SHIPMENTS ARRIVING/ DEPARTING ON ALL SERVICES**

Port	Container Type	Free Days	Charges per calendar day after Free Time	
All US Ports Export & Import (except noted below)	DRY	4 working	Days 5-8 Days 9-12 Days 13+	\$140 \$185 \$220
All US Ports Export & Import (except noted below)	Specialized, Tanks, & AutoTainer*	3 working	Days 4-7 Days 8-11 Days 12+	\$220 \$265 \$310
All US Ports Export & Import (except noted below)	Refrigerated	3 working	Days 4-6 Days 7-10 Days 11+	\$345 \$445 \$545
California Import	Dry	4 working	Days 5-8 Days 9+	\$150 \$230
Hawaii Export	DRY 20'	7 Calendar	Days 8-21 Days 22+	\$20 \$40
	DRY 40'/45'	7 Calendar	Days 8-21 Days 22+	\$40 \$80
	Specialized, Tanks, & AutoTainer*	5 Calendar	Days 6-19 Days 20+	\$80 \$120
	20' Refrigerat ed	6 Calendar	Days 7-9 Days 10+	\$80 \$200
	40' Refrigerated	6 Calendar	Days 7-9 Days 10+	\$100 \$250
Hawaii Import	DRY 20'	5 Working	Days 6-19 Days 20+	\$50 \$100
	DRY 40'/45'	5 Working	Days 6-19 Days 20+	\$100 \$150
	Specialized, Tanks, & AutoTainer*	5 Working	Days 6-19 Days 20+	\$150 \$180
	20' Refrigerated	4 Working	Days 5-7 Days8+	\$150 \$200
	40' Refrigerated	4 Working	Days 5-7 Days8+	\$200 \$250
Dutch Harbor Alaska	All types	Equipment detention charge(s) do not apply		

Containing wheeled vehicles only, otherwise standard rates and free time apply.

**Table 2: Charges below for Equipment provided by CMA CGM at interchange points within Canada****Imports:**

EQUIPMENT	DAYS 5-8	EACH CALENDAR DAY THEREAFTER
20' Standard	\$140.00 per day	\$170.00 per day
40' Standard	\$140.00 per day	\$170.00 per day
EQUIPMENT	DAYS 4-6	EACH CALENDAR DAY THEREAFTER
20' Standard- HAZ	\$180.00 per day	\$230.00 per day
24' Standard- HAZ	\$180.00 per day	\$230.00 per day

-more-

Table 2 continued

<b>EQUIPMENT</b>	<b>EACH CALENDAR DAY AFTER FREE TIME EXPIRES</b>
20' Open Top	\$200.00 per day
40' Open Top	\$200.00 per day
20' Flat	\$200.00 per day
40' Flat	\$200.00 per day

<b>EQUIPMENT</b>	<b>DAYS 4-6</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Refrigerated	\$300.00 per day	\$400.00 per day
40' Refrigerated	\$300.00 per day	\$400.00 per day

**Exports:**

<b>EQUIPMENT</b>	<b>DAYS 6-9</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Standard	\$130.00 per day	\$160.00 per day
40' Standard	\$130.00 per day	\$160.00 per day

<b>EQUIPMENT</b>	<b>DAYS 4-6</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Standard- HAZ	\$162.00 per day	\$212.00 per day
24' Standard- HAZ	\$162.00 per day	\$212.00 per day

<b>EQUIPMENT</b>	<b>EACH CALENDAR DAY AFTER FREE TIME EXPIRES</b>
20' Open Top	\$200.00 per day
40' Open Top	\$200.00 per day
20' Flat	\$200.00 per day
40' Flat	\$200.00 per day

<b>EQUIPMENT</b>	<b>DAYS 6-8</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Refrigerated	\$300.00 per day	\$350.00 per day
40' Refrigerated	\$300.00 per day	\$350.00 per day

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**D. ADDITIONAL TERMS AND CONDITIONS**

1. Lost or stolen equipment must be reported by certified mail to CMA-CGM (America) LLC, 1 CMA CGM Way, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by CMA-CGM.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to CMA-CGM.
3.
  - A. Subject to the provisions in the following subsection B, in the event Motor Carrier redelivers Chassis to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Chassis to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis- Delivery Fee of \$35.00 per day, in addition to the above noted costs, assessed from the date of improper delivery until the Chassis is delivered to the point of origin or other location that is no further away than the original delivery location.
  - B. When Interchanging a CMA CGM Private Chassis (i.e., a chassis from CMA CGM's leased fleet which is not part of a neutral or interoperable pool), Motor Carrier agrees to only use the Chassis in connection with the specific shipment for which it has been interchanged. In the event Motor Carrier (i) fails to return a CMA CGM Private Chassis to the start-stop location identified by the Provider as an authorized place of return for CMA CGM Private Chassis and/ or (ii) uses a CMA CGM Private Chassis for a shipment other than the specific booking for which it has been interchanged, Motor Carrier agrees to pay Provider a one-time Mis-Use surcharge of \$1300.00 per chassis and a daily Mis-Delivery Fee of \$100.00 per day per chassis, assessed from the date the unauthorized use began or improper return occurred, through the date the CMA CGM Private Chassis is returned to Provider at an authorized place of return.

**(CMA-CGM America LLC – continued)**

4. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Mis-Use Fee of \$1300 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions. Notwithstanding the foregoing, in the event Motor Carrier returns/delivers an empty Container to Columbia Group Depot yard in Newark, NJ that did not originate from Maher Terminals in Elizabeth, NJ, a non-origination fee of \$250 per container will be charged to the Motor Carrier to cover the additional cost incurred for the empty return.
5. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.
6. Any request by a Motor Carrier to street turn equipment under its interchange (i.e. reuse empty import equipment in its possession for a subsequent export or domestic move without empty return and release from an authorized terminal or depot) must be submitted and approved through the Avantida platform at <https://portal.avantida.com>. Motor Carrier will be responsible for complying with any terms of use of the Avantida platform and for paying a service charge of \$35.00 USD for US locations or \$40.00 CAD for Canadian locations per street turn request directly to Avantida that is associated with an export move. For street turn requests directed to Avantida associated with a domestic move, Motor Carriers will be responsible for paying a service charge of \$15.00 USD for US locations and \$20.00 CAD for Canadian locations. Any equipment used by Motor Carrier for a street turn that is not submitted and approved through the Avantida platform will be subject to an Unauthorized Street Turn fee of \$250.00 USD per container per occurrence, and detention daily usage/per diem charges at the expiration of free time under the original import interchange.

**E. METHOD OF DISPUTE PROCESS**

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department via e-mail at [usa.disputes@usa.cma-cgm.com](mailto:usa.disputes@usa.cma-cgm.com); telephone number: (757)961-2100. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

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**EFFECTIVE: NOVEMBER 1, 2000**

**REVISED: MAY 26, 2024**

**IIEC REVISION: FEBRUARY 20, 2015**

**IIEC REVISION: SEPTEMBER 21, 2018**

**Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement**

**I. Notification and Free Time**

- A.) Free time commences on the day the Equipment has been interchanged to the Motor Carriers.
- B.) The Motor Carrier will be given 7 (seven) business days of free time.
- C.) Once free time has expired, all weekend and Holidays count as per diem.
- D.) In the event of a street interchange to another Motor Carrier, the original carrier's free time will end on the date of interchange.

**II. Equipment Use Charges**

- A.) Equipment charges in this Addendum apply to 53' containers and chassis
- B.) Upon the expiration of free time, per diem shall be \$50 per day

**III. Administrative Fees**

- A.) Handling of Non-Per Diem Invoices, such as, but not limited to the items below will incur an administrative fee of \$25.
  - i.) Bill back for container or chassis repairs
  - ii.) Invoicing for toll violations
  - iii.) Correction of termination date requiring a change in per diem charges.

**Effective: September 24, 2012**  
**Revised: February 8, 2021**  
**IIEC Revision: September 21, 2018**

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**COSCO SHIPPING LINES CO. LTD./COSCO SHIPPING LINES (NORTH AMERICA) INC**

**Section 5. HOW INTERCHANGE IS MADE AND PAID FOR:**

- A.** Interchange shall be made on a compensation basis, as shown in the TABLE OF CHARGES in paragraph 7 of this Addendum. Settlement shall be made at the end of each month or as otherwise agreed upon between the parties hereof. A day shall be considered a 24-hour period ending at 12:00 o'clock midnight, or a fraction of any such period.

**Section 6. FREE TIME**

- A.** Free Time shall be allowed for the equipment commencing with the day the equipment is delivered to the Motor Carrier at the terms indicated below. Free time shall be computed per working day. Working day shall be defined as any day a terminal or facility is open and accepting the pick-up or return of containers which may include partial days, weekends, and holidays the terminal or facility is open. Coincident with the expiration of said free time, per diem charges shall be assessed on the equipment until the day said equipment is properly returned to the Provider.
- B.** Free time at all U.S. locations shall apply to containers only and shall not apply to chassis.
- C.** For intermodal Equipment, which is released empty and later redelivered empty (i.e. empty to empty) without an intervening shipment, Motor Carrier shall be entitled to no Free Time and the Motor Carrier shall be responsible for payment of the per diem charges as per this Addendum and the Table of Charges below as if the free days were not listed.

**Section 7. FREE TIME TABLE OF CHARGES**

- A.** Charges applicable for interchange of equipment between the undersigned parties hereto shall be in accordance with the following schedule:

**[SEE COSCO TABLE OF CHARGES ON FOLLOWING PAGE]**



Region	IB DET			OB DET		
United States	GP/HQ	1-4	free	GP/HQ	1-4	free
(ESNR)		5-9	USD 125/125		5-9	USD 120/120
		10	USD 180/180		10	USD 150/150
	45HQ	1-4	free	45HQ	1-4	free
		5-9	USD 125		5-9	USD120
		10	USD 180		10	USD150
	53HQ/OT/FL/PL	1-3	free	53HQ/OT/FL/PL	1-3	free
		4-8	USD 190/190		4-8	USD190/190
		9-	USD 225/225		9-	USD 225/225
	RF/RQ	1-3	free	RF/RQ	1-3	free
		4-8	USD 325/325		4-8	USD 325/325
		9-	USD 425/425		9-	USD 425/425
	IB DET			OB DET		
United States	GP/HQ	1-4	free	GP/HQ	1-4	free
(SEA)		5-9	USD 125/125		5-9	USD 120/120
		10-	USD 180/180		10-	USD 150/150
	45HQ	1-4	free	45HQ	1-4	free
		5-9	USD 125		5-9	USD120
		10-	USD 180		10-	USD150
	53HQ/OT/FL/PL	1-4	free	53HQ/OT/FL/PL	1-4	free
		5-9	USD 190/190		5-9	USD 190/190
		10-	USD -225/225		10-	USD 225/225
	RF/RQ	1-3	free	RF/RQ	1-3	free
		4-8	USD -325/325		4-8	USD 325/325
		9-	USD 425/425		9-	USD 425/425
	IB DET			OB DET		
United States	GP/HQ	1-4	free	GP/HQ	1-4	free
(LAX, SFO)		5-9	USD 125/125		5-9	USD 120/120
		10-	USD 180/180		10-	USD 150/150
	45HQ	1-4	free	45HQ	1-4	free
		5-9	USD 125		5-9	USD120
		10-	USD 180		10-	USD150
	53HQ/OT/FL/PL	1-4	free	53HQ/OT/FL/PL	1-4	free
		5-9	USD 190/190		5-9	USD 190/190
		10-	USD 225/225		10-	USD 225/225
	RF/RQ	1-3	free	RF/RQ	1-3	free
		4-8	USD 325/325		4-8	USD 325/325
		9-	USD 425/425		9-	USD 425/425

See Equipment Type Abbreviation Key below:

Equipment Type Abbreviation Key

DC	Dry Container
GP	General Purpose Standard Container
HQ	Dry High Cube
HG	Hanger (Garment)
OT	Open Top
FL	Flatrack
PL	Platform
RF	Reefer
RQ	Reefer High cube

Region Abbreviation Key

ESNR	East/South/North all U.S. states except those listed under SEA/SFO/LAX Regions
SEA	Seattle Region – includes the U.S. states of Alaska, Idaho, Montana, Oregon and Washington
LAX/SFO	Los Angeles/San Francisco Region – includes the U.S. states of Arizona, California, Colorado, Nevada and Utah

**(COSCO continued)**

1. After free time expires, the inbound Per Diem is calculated at 00:00 AM from the first day of full gate-out till the day of empty return to Provider's designated facility in accordance with Section E.1.b. of the UIIA.
2. After free time expires, the outbound Per Diem is calculated at 00:00 AM from the first day of empty pick-up till the day of full return to Provider's designated facility in accordance with Section E.1.b. of the UIIA.
3. For either CY or Door delivery, all shipments are to comply with the Provider's Addendum and for cargo moving from door service to inland points under Provider's haulage will be granted four (4) additional working days with a cap of a total of eight (8) workings days for dry containers and seven (7) working days for refrigerated containers.

The revised Table of Charges will take effect on October 1, 2019, default on the date when the full container is received by the Motor Carrier for import and default on the date when the motor carrier picks up the empty container for export.

4. Non-payment of COSCO per diem invoices (excluding items in dispute) within the indicated due date may result in shut-out and suspension of your Interchange Agreement with COSCO (in accordance with Section G.14.c of the UIIA) until all outstanding amounts are paid in full. FAXED CHECKS ARE NOT CONSIDERED PAYMENT. PAYMENT MUST BE made in the form of a money order or bank check and in COSCO's POSSESSION to reinstate the Motor Carrier's UIIA interchange agreement with COSCO and released from shut-out. Per diem invoices that have been turned over to our collection agent due to non-payment, will be assessed a late payment charges of 15% of the total invoice amount.

**Effective November 30, 2014, all Per Diem invoice disputes must be sent to the following e-mail address: [shaperdiem@coscon.com](mailto:shaperdiem@coscon.com).**

#### **METHOD OF DISPUTE RESOLUTION**

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within **30 working days** of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the terms of this Agreement. In the event that charges which have been verified by the Provider are gain rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges.

#### **Section 8. Empty Rail Billing**

In the event the Motor Carrier has requested empty rail billing of an emptied import container in their possession via COSCO FRESHDESK portal and said request is granted and processed by the Provider, if such container is in turn used as a load, (defined as inland transportation whereby Motor Carrier transfers the node from full import container to full export container in one single move) and the Provider is not notified of this by the Motor Carrier, the Motor Carrier is responsible for paying administration fee of \$50 USD, plus any additional costs, fines or penalties which are associated as a result of the error. In addition, if the Motor Carrier does not return the container to the proper designated facility as posted on the COSCONet, or does not cancel the railbill request, the Motor Carrier is responsible for paying administration fee of \$50 USD, plus any additional costs, fines or penalties which are associated as a result of the error. This provision would not be applicable if the Motor Carrier was not the party that requested the rail billing.

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**EFFECTIVE: JANUARY 10, 2004**

**REVISED: JUNE 7, 2024**

**Name Change Rescinded: April 1, 2007**

**IIEC Revision: JANUARY 18, 2008**

**IIEC REVISION: JUNE 5, 2015**

**Name Change: APRIL 1, 2018 – COSCO EUROPE REMOVED TO BECOME SEPARATE UIIA EP**

**IIEC REVISION: SEPTEMBER 21, 2018**

## **CROWLEY LINER SERVICES, INC.**

### **I. Equipment Use Charges**

#### **A. Rate Schedules**

- a. Rates - Detention charges are applied for Crowley Equipment in Motor Carrier's possession beyond the stated free time:
  - 1. 5 free days on dry containers, \$110 charge per calendar day thereafter
  - 2. 5 free days on refrigerated containers, flat bed, flat rack, lowboy, step deck, tank or other specialized equipment, \$250 charge per calendar day thereafter
- b. Equipment Use / Rental Charge: In the event that Provider provides a chassis for moves that are not carrier arranged shipments, a Chassis Usage Charge ("CUC") of \$30 per calendar day shall be assessed to the Motor Carrier. These charges will also apply to holidays and weekends. The CUC excludes Penn Terminals where the chassis are provided by DCLI and they bill for their own chassis rentals.
- c. Equipment Use / Rental Charge: For shipments using a Provider Chassis, a Chassis Usage Charge ("CUC"), as stated below, will be applicable and assessed to the Motor Carrier in a separate invoice. This charge is applicable for all U.S. import or export cargo for shipments that are not part of a Provider intermodal move. If Crowley is not arranging the drayage and/or inland service, and Motor Carrier requires the use of a Motor Carrier-owned or leased chassis; then, the CUC will be \$30.00 per chassis per calendar day, not per 24-hour period. These charges will also apply to holidays and weekends. The CUC excludes Penn Terminals where the chassis are provided by DCLI and they bill for their own chassis rentals.
- d. Fees for Non-Standard Use
  - 1. Hazardous / Municipal Waste - Motor Carrier shall not haul waste materials of any type, radioactive materials, or any other materials which may contaminate the interior of the Equipment or otherwise damage the Equipment unless expressly authorized in writing by a Provider Vice President/General Manager or higher-level personnel directly responsible for Equipment utilization.
  - 2. Misuse: When any piece of Equipment is Interchanged without cargo for delivery, solely for loading and is returned without cargo, a charge of \$100 for each calendar day, or fraction thereof will be charged. There shall be no Free Time Period of any kind in these circumstances.
  - 3. Migration – Motor Carrier shall return the Equipment to the original location where it initially received the equipment, or to such other location mutually agreed to in writing in accordance with Section E.1.b. of the UIIA.

**11. FREE TIME AND PER DIEM CHARGES**

**FREE TIME** - Free Time period shall consist of the day the equipment is interchanged plus the next four working days; Saturdays, Sundays and holidays shall be excluded. Upon expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

**An exception;** temperature controlled equipment is allowed only two working days of free time.

**CHARGES** - The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below from the day of Interchange from the Provider until said equipment is returned to the Provider.

<b><u>EQUIPMENT TYPE</u></b>	<b><u>FIRST 5 DAYS AFTER FREE TIME</u></b>	<b><u>EACH CALENDAR DAY THEREAFTER</u></b>
20' Standard	\$ 15.00 per day	\$ 25.00 per day
20' Open Top	\$ 15.00 per day	\$ 25.00 per day
20' Flat Rack	\$ 15.00 per day	\$ 25.00 per day
20' Platform	\$ 15.00 per day	\$ 25.00 per day
20' Refrigerated	\$ 50.00 per day	\$ 75.00 per day
40' Standard/H.C.	\$ 15.00 per day	\$ 25.00 per day
40' Open Top	\$ 15.00 per day	\$ 25.00 per day
40' Platform	\$ 15.00 per day	\$ 25.00 per day
40' Refrigerated	\$ 75.00 per day	\$ 100.00 per day
20' Chassis	\$ 15.00 per day	\$ 25.00 per day
40' Chassis	\$ 15.00 per day	\$ 25.00 per day
GENSET	\$ 25.00 per day	\$ 50.00 per day

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**EFFECTIVE: MARCH 31, 1997**

**REVISED: MARCH 2, 2012**

**IIEC REVISION: SEPTEMBER 21, 2018**

## EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION

### 3. Use Charges

The Motor Carrier shall pay to Evergreen the following amounts as Use Charges: 1.) 1<sup>st</sup> Excess Period charges and 2.) 2<sup>nd</sup> Excess Period charges, on a per-diem basis, for its possession of the Equipment during the Interchange Period, as provided in the Table Of Equipment Detention Charges & Free Time below:

- a). Evergreen will provide Free Time, inclusive of the day it receives the Equipment, during which time no Use Charges are payable by Motor Carrier to Evergreen. Free Time excludes days in which the return location is closed when free time is in working days, but includes return day. For purposes of this Addendum, "Free Time" shall mean the period of time during the use period that Evergreen allows for the use of such Equipment without having to pay use charges.
- b). Excess Period(s) charges on the Equipment for each day beginning on the day after Free Time and ending on the day of return of the Equipment will be payable to Evergreen. For purposes of this Addendum, the term "day" shall be a 24 hour period ending at 12:00 midnight, or any fraction of such a period.
- c). Where the Equipment consists of a dry container (not reefer) which the Motor Carrier has taken possession of and if such dry container is used in connection with a Double Move (defined as inland transportation whereby Motor Carrier transfers the mode from full import container to full export container in one single move) the Motor Carrier must access one of the following options to apply for a street turn: IANA's street turn application (SIA) via link on navigation bar or by going to directly to [www.streetinterchange.com](http://www.streetinterchange.com), via EGA's shipmentchain.com to submit the street turn request, or via Avantida <https://platform.avantida.com/>. If Avantida is used, Motor Carrier will be subject to a \$25.00 fee payable directly to Avantida for utilizing this platform.

Street turn is not confirmed until approval has been received from Evergreen. Upon Evergreen's approval, the start date for export use will begin and Motor Carrier will be allowed four additional business days free time as the container is utilized for an export shipment. No extra free time will apply if container is not utilized for an export shipment. After the Free Time is used, Motor Carrier is responsible for paying any and all Excess Period and 2nd Excess Period charges to Evergreen, as described in the Table Of Equipment Detention Charges And Free Time, as described below. If Motor Carrier fails to submit the street turn request by above mentioned websites within 7 days after container is returned as export load, the per diem will be charged to the Motor Carrier and no additional free time will be allowed for export container.

- e). No Free Time will be allowed if any Equipment, which was originally picked up by the Motor Carrier for export booking, is returned as "Empty" for any reason. The Motor Carrier shall pay Evergreen the Excess Period charges and/or 2nd Excess Period charges on the Equipment as set forth in Table Of Equipment Detention Charges & Free Time.
- f). Evergreen shall invoice the Motor Carrier for Use Charges and such charges shall be due and payable within 30 days of the invoice date. Any payment not received by Evergreen within thirty (30) days of the invoice day shall accrue interest from the thirty-first (31st) day at the highest interest rate allowed by law.
- g). Evergreen's failure to take action to collect Use Charges shall not constitute a waiver of its rights to do so.
- h). When bare pool or non pool chassis provided by or on behalf of Evergreen have been used by the Motor Carrier to return Evergreen's loaded export container or Evergreen's empty import container to Evergreen's designated facility in accordance with Section E.1. of the UIIA Interchange Agreement remain in Motor Carrier's possession for two business days after the return Interchange of such containers, chassis per diem will be billed commencing the third day from such Interchange as per the per diem rate table below provided that the Motor Carrier does not make an additional container move within the aforesaid two business days after the return Interchange specified above.
- i). Motor Carrier shall be responsible for any and all costs, including Evergreen's legal expenses and attorney fees associated with collecting per-diem charges.

### TABLE OF EQUIPMENT DETENTION CHARGES & FREE TIME AT ALL US STATES

#### For Both Import and Export

Type of Equipment	Standard Free Time (SFT)	1 <sup>st</sup> Excess period 1 <sup>st</sup> to 5 <sup>th</sup> calendar days	2 <sup>nd</sup> Excess Period From 6 <sup>th</sup> Calendar day
20'/40'/45' Dry Container	4 business days + day of pick-up	\$150.00 per day	\$200.00 per day
	Standard Free Time (SFT)	1 <sup>st</sup> Excess period 1 <sup>st</sup> to 4 <sup>th</sup> calendar days	2 <sup>nd</sup> Excess Period From 5 <sup>th</sup> Calendar day
Refrigerated Container	3 business days + day of pick-up	\$350.00 per day	\$400.00 per day
Flatbed, Flat Racks, Open Tops, Tanks	4 business days + day of pick-up	\$250.00 per day	\$280.00 per day

**(Evergreen Addendum – continued)**

**Note 1.)** Evergreen shall provide four (4) working days free time for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for refrigerated container; four (4) working days free time for refrigerated containers loaded with dry cargoes plus pickup day, excluding days in which the return location is closed.

**Note 2.)** The calculation of Excess Period(s) will commence immediately upon the end of the Free Time and end on the day of return of the Equipment.

**Note 3.)**

- (A) This rule governs per-diem charges where a Service Contract provides for Contractual Free Time (“CFT”) that is greater than Standard Free Time (“SFT”). Saturdays, Sunday and legal Holidays shall be included in computing Excess Periods.
- (B) The Motor Carrier shall pay per-diem charges for each day past CFT until the day the Container is returned by the Motor Carrier to the designated place or location.
- (C) The per-diem Excess Period shall be calculated up to the date of return as follows:
1. If CFT is greater than SFT plus 1<sup>st</sup> Excess Period, the per-diem shall be charged at the rate of “2<sup>nd</sup> Excess Period.
  2. If CFT is greater than SFT, but less than the total number of days of the SFT plus the First Excess Period, per diem will be charged as follows:
    - a. Gap period: The period between the end of CFT and the expiration of the last day of the combined total of the SFT plus the First Excess Period.
    - b. When the container is returned during the gap period, the First Excess Period charge rate shall be applicable from the first day after CFT expires up until the return day of the container.
    - c. When the container is returned after the combined SFT plus the first excess period, per diem will be charged on the basis of (i) the total of all first excess period charges applicable during the Gap Period set forth in (a) above plus (ii) second excess period charges which shall be assessed starting the day after the expiration of the Gap Period in (a) above and terminating upon the actual return date of the container.

**Chassis Used for Both Import & Export**

Type of Equipment	Standard Free Time (SFT)	Excess Period
Chassis Used for 20’/40’/45’ Dry Container or Non-Operating Refrigerated	4 business days + day of pick-up	\$30.00 per day
Chassis Used for Refrigerated Container	3 business days + day of pick-up	\$30.00 per day
Chassis Used for Flatbed, Flat Racks, Open Tops, Tanks	4 business days + day of pick-up	\$30.00 per day
Bare Chassis	<b>No Free Time</b>	\$95.00 per day
<b>Bare Gen-Set Chassis</b>	<b>No Free Time</b>	\$145.00 per day

**Note:** The Motor Carrier shall be allowed four (4) working days free time for chassis used for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for chassis used for refrigerated container; four (4) working days free time for refrigerated containers loaded with dry cargoes plus pickup day, excluding days in which the return location is closed. Free time includes return day. The Excess Period will commence immediately upon the end of the Standard Free Time and end on the day of return of the Equipment.

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**EFFECTIVE: MAY 25, 2025**  
**(REVISED FEBRUARY 3, 2024)**  
**Name Chg reflected: March 1, 2007**  
**IIEC REVISION: MARCH 2, 2015**  
**IIEC REVISION: SEPTEMBER 21, 2018**

# Flexi-Van Leasing, LLC

## D. Free Time.

There shall be no free time for Provider Equipment.

## E. Per Diem.

- During the Interchange Period, Motor Carrier shall pay Provider, as a daily Usage charge, an amount per calendar day, or any part thereof, for each unit of Equipment, together with all additional charges and peak season rental charges herein. In addition, during the Interchange Period, Provider may charge, and Motor Carrier shall pay for each Unit of Equipment, as a peak season additional Per Diem Usage charge, an amount per calendar day, or any part thereof, for any Usage day that falls on or between the dates set forth in footnote 5 to the rate chart below, which shall be referred to as the additional daily peak season rental charge. Notwithstanding anything to the contrary set forth in the UIIA or this Addendum, Provider reserves the right to modify the Per Diem Usage charge, the additional daily peak season rental charge and the dates when Provider charges the additional daily peak season rental charge to Motor Carrier in accordance with IANA's standard rate change procedures.

- The Per Diem Usage charge and the additional daily peak season rental charge per day or fraction thereof shall be:

Market	Effective Date for Per Diem - Standard Equipment	Per Diem Rate*- Standard Equipment <sup>1</sup>	Per Diem Rate -Special Equipment <sup>2</sup> Tier One Effective Date 09/01/2022	Per Diem Rate -Special Equipment <sup>3</sup> Tier Two Effective Date 09/01/2022	Minimum Usage Days <sup>4</sup> Effective Date 09/01/2022	Additional Daily Peak Season Rental <sup>5</sup> Effective Date 09/01/2022
<b>PACIFIC SOUTHWEST</b>						
Los Angeles   Long Beach General & Non-Pool	3/1/2024	\$30.00	\$45.00	\$65.00		\$16.00
FLBP - FlexiVan Los Angeles Basin Chassis Pool	12/19/2021	\$32.00				
BN Pool - Burlington Northern Pool	12/19/2021	\$32.00				
OLRZ - ONE Reefer Pool	12/19/2021	\$32.00				
WCCP-West Coast Chassis Pool	1/1/2024	\$32.00				
FLXP-FlexiVan Chassis Pool	5/3/2025	\$32.00				
<b>BAY AREA</b>						
Oakland General & Non-Pool	3/1/2024	\$30.00	\$45.00	\$60.00		\$15.50
BACP - Bay Area Chassis Pool	12/19/2021	\$31.00				
ORLZ - ONE Reefer Pool	12/19/2021	\$31.00				
WCCPOK-West Coast Chassis Pool	12/19/2021	\$31.00				
BN Pool - Burlington Northern Pool	12/19/2021	\$31.00				
<b>PACIFIC NORTHWEST</b>						
FNWP - FlexiVan North West Pool	6/12/2025	\$29.00				
Seattle Tacoma General & Non-Pool	6/12/2025	\$29.00	\$45.00	\$60.00	2	\$15.25
Portland General & Non-Pool	6/12/2025	\$29.00				
<b>MIDWEST</b>						
MWCP - Midwest Chassis Pool	12/19/2021	\$27.00				
FCCP - FlexiVan Central Chassis Pool	04/01/2025	\$29.00				
FMWP - FlexiVan Mountain West Chassis Pool	04/01/2025	\$32.00				
Denver   Salt Lake City General & Non-Pool	4/10/2025	\$32.00	\$45.00	\$60.00		\$15.00
DCCP - Denver Consolidated Chassis Pool	12/19/2021	\$30.00				
Chicago   Ohio Valley General & Non-Pool	4/1/2025	\$29.00	\$45.00	\$60.00		\$14.00
Kansas City   St. Louis General & Non-Pool	4/1/2025	\$29.00	\$45.00	\$60.00		\$13.50
<b>GULF</b>						
FGCP - FlexiVan Gulf Chassis Pool	1/1/2024	\$20.00				
Dallas Houston New Orleans General & Non-Pool	3/1/2024	\$20.00	\$45.00	\$60.00	3	\$11.50
Mobile General & Non-Pool	4/1/2025	\$20.00	\$45.00	\$60.00	2	\$11.50

<b>FLEXI-VAN LEASING REVISION -cont'd</b>						
<b>SOUTHEAST</b>						
FMCP – FlexiVan Memphis Chassis Pool	6/1/2024	\$20.00				
Memphis   Nashville   Huntsville General & Non-Pool	6/1/2024	\$20.00	\$45.00	\$60.00		\$13.00
FACP – FlexiVan Atlantic Chassis Pool	11/1/2023	\$22.00				
JAXFLX - Jacksonville Pool	1/1/2024	\$22.00	\$29.50			
Atlanta General & Non Pool	4/3/2024	\$22.00	\$45.00	\$60.00		\$15.00
Savannah General & Non-Pool	10/14/2024	\$22.00	\$45.00	\$60.00	2	\$15.00
MCCP - Mid-South Consolidated Chassis Pool	12/19/2021	\$26.00				
SACP - South Atlantic Area Chassis Pool	12/19/2021	\$30.00				
Jacksonville General & Non-Pool	4/20/2022	\$35.00	\$45.00	\$60.00		\$14.75
Charleston General & Non-Pool	4/1/2025	\$22.00	\$45.00	\$60.00	3	\$15.00
<b>NORTHEAST</b>						
Norfolk General & Non-Pool	8/1/2024	\$24.00	\$45.00	\$60.00		\$11.68
NSCP - Norfolk Southern Chassis Pool	12/19/2021	\$29.50				
PLCP - Pennsylvania Logistics Chassis Pool	12/19/2021	\$29.75				
FNEP - FlexiVan North East Pool	3/1/2024	\$30.00				
New York/New Jersey General & Non-Pool	3/1/2024	\$30.00	\$45.00	\$60.00		\$16.00
Buffalo General & Non-Pool	3/3/2024	\$30.00				
Baltimore General & Non-Pool	3/1/2024	\$30.00	\$45.00	\$60.00		\$14.00
Philadelphia General & Non-Pool	4/3/2024	\$30.00	\$45.00	\$60.00		\$14.00
Pittsburgh General & Non-Pool	4/1/2025	\$29.50	\$45.00	\$60.00		\$14.75
<b>NATIONWIDE</b>						
Nationwide General& Non-Pool (for all other non-listed markets)	4/20/2022	\$35.00	\$45.00	\$60.00		\$16.00

<sup>1</sup> Standard Equipment includes: 20' Slider (20SL), 40' Gooseneck (40GN), 45' Gooseneck (45GN), and 40'/45' EXT Tandem (45SL).

<sup>2</sup> Special Equipment – Tier 1 includes, but is not limited to: 20/40' City Combo (2-Axle) (24SL), 40' Triaxle (40TR), 20/40/45' Extendable Tridem (25TR), 40' Gooseneck – Lightweight (40GL), 40' Lightweight Fixed Tandem (40LW), 43' Drop Frame Tank Chassis (40TD), 40' Triaxle – Super Single (40TS), 40' Gooseneck – Widespread/Lightweight (40WL), 43' Tank Chassis (40TK), and 53' Intermodal Chassis (53EG/53FP/53GN/53SF/53SL).

<sup>3</sup> Special Equipment – Tier 2 includes, but is not limited to: 20' Triaxle (20TR), 20/40' Combo Triaxle (24TR), and 20/40' City Combo Widespread Axle (24WS).

<sup>4</sup> Minimum Usage Days: the minimum number of days for which a Motor Carrier will be charged the Per Diem rental rate and additional daily peak season rental charge, if applicable, for a single Interchange of a unit of Equipment, even if such Equipment is Interchanged to the Motor Carrier for a lesser number of days.

<sup>5</sup>The additional daily peak season rental charge is in effect July 1 – December 31 of each calendar year and is in addition to the Per Diem Rate.

- Motor Carrier shall pay or reimburse Provider for any and all sales taxes, which taxes shall be included on Provider's invoice. Where permissible under applicable law, Provider reserves the right to pass through to Motor Carrier payment processing fees and costs and third-party transaction fees and costs incurred during the Interchange Period, including but not limited to gate fees, inspection fees, EDI fees, facility operator fees, administrative fees, repositioning fees, recovery fees, marine terminal costs and fees, roadability repair costs and any other ancillary fees, charges and/or costs (collectively, "**Fees**") that arise solely from the Usage of Interchanged Equipment. Provider reserves the right to invoice Motor Carrier for, and Motor Carrier shall pay, an administration fee for the processing of any such Fees, which administration fee shall not exceed 10% of such Fees.
- From time to time, Motor Carrier may desire to Interchange Equipment from Motor Carrier to or from another motor carrier that is also authorized by Provider for Interchange of Equipment under the terms of the UIIA and this Addendum ("**Street Turn**"). The motor carrier to which the Equipment is then Interchanged and the motor carrier seeking to obtain such Equipment via Street Turn shall each submit a "Street Turn Request" setting forth their agreement to Street Turn the Equipment, which Street Turn Requests shall be submitted through the IANA Street Turn Portal at: <https://streetinterchange.com/StreetInterchange/welcome.html> ("Portal"). The Portal user manual ("User Manual") is available here: : <https://uiia.intermodal.org/documents/uiia/Redesign%20of%20Street%20Interchange%20Application.pdf>. For each Street Turn Request, each Motor Carrier must provide the required data and otherwise comply with all rules, regulations and procedures as set forth in the Portal and the User Manual.
- Motor Carrier shall not permit any Equipment Interchanged to it to become subjected to any liens, encumbrances or charges which might otherwise apply to any Equipment.



**F. Invoicing.**

1. Provider will invoice Motor Carrier bi-weekly or less often. Motor Carriers will be notified via email when new invoices are available. Invoices will be made available to Motor Carriers through Provider's web portal at [www.flexivan.com](http://www.flexivan.com). Motor Carriers may also request copies of invoices by emailing [CustomerSupport@flexivan.com](mailto:CustomerSupport@flexivan.com). Payment shall be due to Provider thirty (30) days after the invoice notice receipt date. Provider may assess, and if assessed, Motor Carrier shall be required to pay, a late payment fee at the rate of one and one-half percent (1.5%) per month for all payments received more than thirty (30) days after date of invoice notice.
2. This Addendum contemplates that Motor Carrier will use the Equipment to transport Containers pursuant to the terms of the UIIA and this Addendum. During the Interchange Period, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum, including the payment of all charges therein and herein.
3. While Provider's Equipment is Interchanged to Motor Carrier for the benefit of a third party shipper, ocean carrier or beneficial cargo owner, a Motor Carrier may from time to time wish to use the Equipment to transport cargo or containers or provide services to a person or an entity other than such third party shipper, ocean carrier or beneficial cargo owner. The aforementioned Usage shall at all times be subject to the terms of the UIIA and this Addendum, including but not limited to the invoicing requirements of this Section F. Motor Carrier agrees that in order to facilitate the Provider's determination of the type of Usage, applicable rate and the party to be invoiced, Motor Carrier shall submit electronic data or such other information to Provider as requested by Provider. Notwithstanding the existence of any billing or invoicing arrangements between or among Provider, Motor Carrier, and/or any third party shippers, ocean carriers, or beneficial cargo owners, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum, including the payment of all charges herein and therein.
4. Provider may issue to Motor Carrier, at such frequency as Provider may elect in its sole and absolute discretion, unique Equipment release numbers as a means to authenticate and facilitate an Interchange for the benefit of a third party shipper, ocean carrier, or beneficial cargo owner. Any Equipment Interchanged under such Equipment release numbers shall be subject to the UIIA and this Addendum. In the event of the suspension, termination or expiration of the UIIA or this Addendum, Provider will immediately cease issuing the Equipment release numbers to Motor Carrier.

**G. Method of Dispute Resolution.**

1. Motor Carrier has thirty (30) days from the date of receipt of an invoice notice from Provider for Maintenance and Repair charges, fines and citations, or Per Diem charges to dispute the invoice, or any portion thereof. All disputes must be submitted in writing to Provider through its web portal at: <https://www.flexivan.com>. For technical assistance with submitting invoice disputes, Motor Carrier may contact Provider via email at [customersupport@flexivan.com](mailto:customersupport@flexivan.com). Disputes must be accompanied by an explanation of the invoice dispute and the supporting evidentiary documents applicable to such disputes, such as gate receipts, EIRs, service contract numbers, repair receipts, etc. Provider will undertake to reconcile invoice disputes within thirty (30) days from the date of the submission of the invoice dispute through Provider's web portal and Provider will either: (a) provide verification of the charges as invoiced; (b) credit Motor Carrier's account for any amounts not properly invoiced; or (c) request additional evidence, information and supporting documents from Motor Carrier. If Provider requests additional evidence, information and/or supporting documents from Motor Carrier, then only when Provider has received all requested additional information and supporting documents will Provider be required to undertake to reconcile the disputed items. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of the Agreement and this Addendum. Provider reserves its rights and remedies under the Agreement, this Addendum, applicable law and other sources to compel and collect payment of unpaid charges and any other amounts due and owing to Provider.
2. Provider reserves the right to use a designated third-party billing vendor. Invoices received from Provider's designated third-party billing vendor may be disputed directly with the Provider or the third-party vendor. The method of dispute resolution shall remain in accordance with the process outlined in this Addendum.
3. If the Motor Carrier fails to pay any invoices due under the terms of the Agreement and this Addendum within the due date for payment, Provider may, in addition to its rights in the Agreement and this Addendum, a) seek arbitration in accordance with Section H.2. of the Agreement and (b) with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to Interchange any Provider Equipment until Provider receives payment of outstanding amounts.

**Florida East Coast Railway**  
**Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement**

**I. Notification and Free Time**

- a. **Start of Free Time** – 00:01 after day Motor Carrier is notified.
- b. **Amount of Free Time** – Day of notification plus one (1) business day.
- c. **Adjustment to Free Time** – Weekends chargeable and holidays not chargeable.
- d. **Storage Charges Per 24-Hour Period After Free Time Expiration** –
  - i. Day 1 – 2 - \$100.00
  - ii. Day 3 – 5 - \$200.00
  - iii. Day 6 + - \$500.00

**II. Equipment Use Charges**

- a. **Type of Equipment** – Chassis

- b. **Rate Schedules**

- i. **Equipment Use/Rental Charge**

- 1. Day 1-10 - \$25.00
    - 2. Day 11-30 - \$50.00
    - 3. Day 31 + - \$100.00 (neutral chassis)

- ii. **Misuse Fees**

- 1. Improper Delivery\* Charge \$500.00
- \*Improper delivery occurs if motor carrier delivers to wrong location or wrong delivery door.

- iii. **Street Turn Charges**

- 1. Empty picked up and not returned to Provider loaded for outbound shipment and found to have been tendered to another Motor Carrier \$100.00 plus applicable per diem charges will be assessed.
    - 2. Loaded unit picked up at destination terminal and not returned after unloading but delivered to another carrier \$500.00 plus applicable per diem charges will be assessed.
    - 3. Street turns will be assessed a fee of \$100.00 plus applicable per diem charges will be assessed.

**III. Administrative Fees**

- a. **Credit Investigation for Self-Insured Motor Carrier** - Provider will conduct a credit investigation on Motor Carriers that are self-insured, which the Motor Carrier will be assessed \$500 administrative fee.
- b. **Request for Duplicate Copies of Invoices** - \$10.00 per invoice.

**IV. Process for Invoice Dispute Resolution**

- a. Disputes must be received by FECR Accounts Receivable within 30 days of invoices either via phone at 1-800-342-1131 or by e-mail to [disputes.fecr@fecrwy.com](mailto:disputes.fecr@fecrwy.com).

**4. USE CHARGES; SPECIAL APPLICATIONS**

- 4.1** Motor Carrier shall pay Provider Use Charges on the Equipment as set forth in Schedule "A", which is annexed hereto and made a part hereof, for each day elapsed from the date of Interchange of each unit of Equipment until the date of return of each unit of Equipment unless otherwise expressly agreed to by Provider in writing.
- 4.2** When Equipment is damaged and reported to the Provider pursuant to paragraph 2 of this Agreement, Use Charges will cease from the date of notification requesting authorization to repair damages exceeding \$50.00 until repairs are authorized or instructions given as to disposition by Provider.
- 4.3** If Provider requests Equipment to be returned to a designated depot or location for repairs, Motor Carrier will, unless otherwise agreed to between the parties, return such Equipment within five working (5) days after receipt of such request, otherwise Use Charge will be reinstated.
- 4.4** Use Charge shall not be paid by an intermediate Motor Carrier on Equipment returned to a designated depot or location for repairs under paragraph 4.3. Equipment moving under this paragraph shall be so indicated on Equipment Interchange Receipt.
- 4.5** When Equipment has been reported to the Provider under the provisions of paragraph 3 to be lost, stolen or destroyed, the Use Charge shall be suspended from the date of written receipt by the Provider of telephonic notification until receipt of written notification five (5) days thereafter. If Provider does not receive written notification within said five days, the Use Charge shall be reinstated until written notification is received. Upon receipt of such written notification, the Use Charge will be suspended until thirty (30) days after the statement of replacement value or depreciated value has been received by the Motor Carrier, and then will resume until payment in full is received by Provider.
- 4.6** In the event Equipment is transferred by Motor Carrier to third person not a party to this Agreement, Motor Carrier will remain responsible for the Use Charges pursuant to this Agreement. In addition, in such event, any such third party receiving Equipment from Motor Carrier directly or through an agent or other representative shall be responsible for all duties and liabilities to Provider as if it were the Motor Carrier.
- 4.7 Recovery** – The payment of the depreciated replacement value invoice for lost, stolen or damaged equipment is not a transfer of title and the Provider and/or Equipment Owner retains all rights to the Equipment. In the case that lost or stolen Equipment is recovered, the Provider will refund the depreciated replacement value payment to the Motor Carrier, less any cost of recovery, damage repairs or any other cost and usage charges through the date that the Container is returned to active status with the Provider.
- 4.8** In the event the Motor Carrier has requested empty rail billing of an emptied import container in their possession by e-mail and said request is granted and processed by the Provider (if Motor Carrier request is verbal, e-mail confirmation must be furnished to Motor Carrier by Provider), if such container is in turn used in connection with a double-move (defined as inland transportation whereby Motor Carrier transfers the node from full import container to full export container in one single move) and the Provider is not notified of this by the Motor Carrier, the Motor Carrier is responsible for paying, administration fee of \$250 USD, plus any additional costs, fines or penalties which are associated as a result of the error. This provision would not be applicable if the Motor Carrier was not the party that requested the railbilling.
- 4.9. Manual Check Fee:** The provider requests all payments to be made by the motor carrier for usage charges, repairs, damages and other charges electronically using one of the following two methods:

PayCargo

For single invoice and detention payments.

Visit [www.paycargo.com](http://www.paycargo.com) to sign up for an account.

Payments are posted within 1 hour of receipt.

ACH / Wire Payment

ACH payments are the most cost-effective payment method but can take 24 hours to be received and posted.

Please send an email to [gscarrequests@hlag.com](mailto:gscarrequests@hlag.com) to request Hapag-Lloyd's payment details.

In the case where a Motor Carrier's interchange privileges have been suspended, the Provider will accept a copy of the ACH transmittal as confirmation to reinstate the Motor Carrier's account.

For our motor carriers who choose to pay with manual checks in the United States, a Manual Check Fee of US\$50.00 per check will apply.

**(SEE HAPAG LLOYD ADDENDUM CONTINUED ON THE NEXT PAGE)**

**SCHEDULE A**  
**(EFFECTIVE May 1, 2015/Revised: November 11, 2024)**

**FREE TIME AND USE CHARGES -- IN THE UNITED STATES ONLY:****1. FREE TIME AND TIERS**

<b>Equipment Type</b>	<b>Move Type / Chassis Provision</b>	<b>Free time (see Note a.)</b>	<b>Tier 1 Day 1 – Day 3</b>	<b>Tier 2 Day 4 – Day 6</b>	<b>Tier 3 Day 7 - Onwards</b>
Regular	Export When Chassis is provided or Carrier Haulage	4 days	1-3 days	4 -6 days	Day 7 and more
Regular	Export when Chassis is NOT provided	4 days	1 – 3 days	4 -6 days	Day 7 and more
Regular	Import When Chassis is provided or Carrier Haulage	4 days	1 – 3 days	4 -6 days	Day 7 and more
Regular	Import when Chassis is NOT provided	4 days	1 – 3 days	4 -6 days	Day 7 and more
Special	Export When Chassis is provided or Carrier Haulage	3 days	1 – 3 days	4 -6 days	Day 7 and more
Special	Export when Chassis is NOT provided	3 days	1 – 3 days	4 -6 days	Day 7 and more
Special	Import When Chassis is provided or Carrier Haulage	3 days	1 – 3 days	4 -6 days	Day 7 and more
Special	Import when Chassis is NOT provided	3 days	1 – 3 days	4 -6 days	Day7 and more
Temperature Controlled	Export When Chassis is provided or Carrier Haulage	3 days	1 – 3 days	4 -6 days	Day 7 and more
Temperature Controlled	Export when Chassis is NOT provided	3 days	1 – 3 days	4 -6 days	Day 7 and more
Temperature Controlled	Import When Chassis is provided or Carrier Haulage	3 days	1 – 3 days	4 -6 days	Day 7 and more
Temperature Controlled	Import when Chassis is NOT provided	3 days	1 – 3 days	4 -6 days	Day 7 and more

**Note:**

- a. Free time shall commence after the Initial Day of Interchange and shall be counted in working days (defined as when the relevant terminal/facility is open for interchange of respective empty and/or full containers).
- b. In regard to above - “Carrier Haulage” is when Provider contracts directly with the MC for Inland transportation services.

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## 2.1 USE CHARGES

### 2.1.1. California Ports

Use charges applicable per Working Day (defined as when the relevant terminal/facility is open for interchange of respective empty and/or full containers).after free time expires

Equipment Type	Move Type / Chassis Provision	Tier 1	Tier 2	Tier 3
Regular	Export When Chassis is provided or Carrier Haulage	\$190	\$240	\$290
Regular	Export when Chassis is NOT provided	\$150	\$200	\$250
Regular	Import When Chassis is provided or Carrier Haulage	\$240	\$290	\$340
Regular	Import when Chassis is NOT provided	\$200	\$250	\$300
Special	Export When Chassis is provided or Carrier Haulage	\$315	\$440	\$490
Special	Export when Chassis is NOT provided	\$275	\$400	\$450
Special	Import When Chassis is provided or Carrier Haulage	\$365	\$490	\$540
Special	Import when Chassis is NOT provided	\$325	\$450	\$500
Temperature Controlled	Export When Chassis is provided or Carrier Haulage	\$490	\$615	\$690
Temperature Controlled	Export when Chassis is NOT provided	\$450	\$575	\$650
Temperature Controlled	Import When Chassis is provided or Carrier Haulage	\$540	\$665	\$740
Temperature Controlled	Import when Chassis is NOT provided	\$500	\$625	\$700

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2.1.2 US Ports excluding California

Use Charges applicable per Calendar Day (Calendar days includes weekends and scheduled holidays)

Equipment Type	Move Type / Chassis Provision	Tier 1	Tier 2	Tier 3
Regular	Export When Chassis is provided or Carrier Haulage	\$165	\$215	\$265
Regular	Export when Chassis is NOT provided	\$125	\$175	\$225
Regular	Import When Chassis is provided or Carrier Haulage	\$215	\$265	\$315
Regular	Import when Chassis is NOT provided	\$175	\$225	\$275
Special	Export When Chassis is provided or Carrier Haulage	\$290	\$415	\$465
Special	Export when Chassis is NOT provided	\$250	\$375	\$425
Special	Import When Chassis is provided or Carrier Haulage	\$340	\$465	\$515
Special	Import when Chassis is NOT provided	\$300	\$425	\$475
Temperature Controlled	Export When Chassis is provided or Carrier Haulage	\$465	\$590	\$665
Temperature Controlled	Export when Chassis is NOT provided	\$425	\$550	\$625
Temperature Controlled	Import When Chassis is provided or Carrier Haulage	\$515	\$640	\$715
Temperature Controlled	Import when Chassis is NOT provided	\$475	\$600	\$675

\*Refrigerated and Tank Equipment; Operating. For Imports, the TC charges will also be applicable for Non-Operating Equipment. For exports the Regular Equipment charges will be applicable for Non-Operating Equipment.

NOTES:

1. Regular Equipment includes General Purpose Equipment of all sizes, with or without chassis, among others, 20', 40' and 45' dry containers and high-cube (9'6") containers.
2. Special Equipment includes Opentop containers, Hardtop containers, Ventilated containers, Flatrack containers, Tank Equipment, etc. excluding Temperature Controlled (Refrigerated and Tank Equipment; Operating or Non-Operating), bare chassis, trailers all types or Regular Equipment.

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## (Hapag Lloyd Continued)

3. Free time shall commence at the time the equipment is turned over to the custody of the Motor Carrier or their agent and end at the time the equipment is returned to the custody of the ocean carrier or its agent (the "interchange point"). On an intermodal move, the bill of lading issued by ocean carrier shall determine the beginning or ending interchange point--i.e., the beginning interchange point on an intermodal import move shall be the point at which the ocean carrier's bill of lading ends, and the ending interchange point on an intermodal export move shall be the point at which the ocean carrier's bill of lading begins.
  - a) **US Government Agency Inspections**  
Import containers which are subject to US Government Agency inspection, requiring to transport the container from the marine terminal to a US Inspection facility, detention shall be charged beginning on the date released by the warehouse operator or the government body.
4. With respect to any shipment for which carrier equipment is used, the Motor Carrier shall be liable for the payment of all use charges that may be imposed with respect to the use of that equipment pursuant to this Rule.
5. When Temperature Controlled (refrigerated) containers or hardtop containers are utilized as dry cargo containers at the Equipment Provider's request, Free Time and Use charges will be assessed at the same terms applicable to Regular Equipment.
6. Equipment held at Motor Carrier's facility after Import cargo has been delivered will have no relief from Schedule A terms without Provider's written authorization to establish an equipment pool with Free Time and Use privileges.
7. In the event Provider requires Equipment to be returned to a location other than where it was received by the Motor Carrier, in the absence of a separate bilateral agreement between the parties designating an Equipment return location, Provider or its agent shall post notice of the return location requirements on the internet at <https://www.hapag-lloyd.com/en/services-information/offices-localinfo/north-america/usa.html#tab=ti-vendor> Should Equipment return location change, Provider will notify Motor Carrier of changes in accordance with Section E.1. of the UIIA. The Motor Carrier will be responsible for any fines, penalties, or additional costs incurred by Hapag-Lloyd as a result of the Motor Carrier's failure to comply with Hapag-Lloyd's instructions, consistent with Section E.1. of the UIIA relating to the location for return of equipment.
8. All charges are on a working day basis (defined as when the relevant terminal/facility is open for interchange of respective empty and/or full containers). All use charges are on a Calendar day basis except in the state of California, where charges will be applicable in working days only (defined as when the relevant terminal/facility is open for interchange of respective empty and/or full containers).
9. **Street Turns**
  - a) Street Turns: Where the Equipment consists of a container which the Motor Carrier has taken possession of and if such container is used in connection with a double move (defined as inland transportation whereby Motor Carrier transfers the node from full import container to full export container in one single move) the Motor Carrier must obtain approval from Provider's designated agent for this activity at <https://www.avantida.com> to confirm that Motor Carrier may use the container for export.
  - b) Approval of such reassignment ("street turn") shall serve as the termination of Import Per Diem calculation. Upon Provider's approval, the start date for export use will begin and Motor Carrier will be allowed 7 additional calendar days free time for the export booking. The Motor Carrier shall incur a usage charge depending on if the double move is used in connection with a Carrier Haulage (CH) or Merchant Haulage (MH) move for each leg of the double move (import/export combination) as follows:

Move Type	Import and Export Legs are MH	Either One of the Import or the Export Leg is MH	Import and Export Legs are CH
Charge	\$30	\$20	\$ 0

After the Free Time is used, Motor Carrier is responsible for paying use charges, as described in Section 2.1. Charges. If Motor Carrier reuses the container without receiving approval from Carrier's designated agent, a surcharge of USD \$50 will be charged to the Motor Carrier. If Hapag-Lloyd determines that the selections made by the Motor Carrier via the Avantida website are not correct, Hapag-Lloyd may charge the Motor Carrier for the difference in the fee that resulted from the incorrect selection. Hapag-Lloyd also reserves the right to assess an administrative fee for correction of improper account selection.

10. If Motor Carrier's interchange rights are reinstated after termination, Provider reserves the right to assess a \$250 reinstatement fee against the Motor Carrier.
11. Motor Carrier shall be assessed a misuse charge of \$1,000 for unauthorized usage of Hapag Lloyd equipment that is unrelated to a Hapag Lloyd container movement or has not been authorized by Hapag Lloyd in writing.
12. If an empty container is picked up for an export shipment and returned as an empty, the free time will be day of interchange plus one (1) working day subject to charges specified in 2.1. for export shipments.

**(Hapag-Lloyd America – continued)**

13. Drop & Pick: For carrier haulage shipments, the Motor Carrier shall not drop a container at a customer's facility unless (1) specifically approved by Hapag-Lloyd or (2) Motor Carrier notifies Hapag-Lloyd that customer has requested Motor Carrier to drop the container within 24 Hours of dropping the container. In both instances, Hapag-Lloyd agrees to invoice the customer rather than the Motor Carrier for any Per Diem incurred. Failure to comply with this process does not remove the MCs right to dispute per diem charges, as per section E.6.c of the Agreement. Failure for the Motor Carrier to comply also does not remove or reduce any obligation of the Provider under the UIIA.

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EFFECTIVE: JANUARY 15, 1997  
REVISION EFFECTIVE: NOVEMBER 11, 2024  
IIEC REVISION: SEPTEMBER 21, 2018



**HEDE INTERNATIONAL SHIPPING LIMITED****Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement****A. FREE TIME**Standard/Dry - Special Equipment

Free Time period shall consist of the day the equipment is interchanged plus the next **\_3 (Three)\_** working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Refrigerated Equipment

Free Time period shall consist of the day the equipment is interchanged plus the next **\_2 (Two)\_** working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

**B. CHARGES**

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below from the day of interchange from the Provider until said equipment is returned to the Provider.

<b>DETENTION CHARGE ( Import to Los Angeles, CA )</b>					
<b>Equipment Type</b>	<b>Day Range</b>	<b>20'</b>	<b>40'</b>	<b>40'HQ</b>	<b>Currency</b>
Dry Container	1-4 (Working Day)	Free	Free	Free	-
	5-9 (Calendar Day)	125	125	125	USD
	10 & over (Calendar Day)	180	180	180	USD
Reefer	1-3 (Working Day)	Free	Free	Free	-
	4-8 (Calendar Day)	325	325	325	USD
	9 & over (Calendar Day)	425	425	425	USD
Special Equipment	1-4 (Working Day)	Free	Free	Free	-
	5-9 (Calendar Day)	190	190	190	USD
	10 & over (Calendar Day)	225	225	225	USD
Dry Container with Chassis	1-4 (Working Day)	Free	Free	Free	-
	5-9 (Calendar Day)	250	250	250	USD
	10 & over (Calendar Day)	305	305	305	USD
Reefer Container with Chassis	1-3 (Working Day)	Free	Free	Free	-
	4-8 (Calendar Day)	450	450	450	USD
	9 & over (Calendar Day)	550	550	550	USD
Special Equipment with Chassis	1-4 (Working Day)	Free	Free	Free	-
	5-9 (Calendar Day)	315	315	315	USD
	10 & over (Calendar Day)	350	350	350	USD

**C. Insurance**

Motor Carrier must maintain Cargo insurance with a limit of \$100,000 per vehicle. In addition, Motor Carrier must maintain trailer interchange insurance with a limit of \$20,000 per unit.

**D. Chassis Misuse Charge**

In the event Motor Carrier returns/delivers any THSL private chassis contrary to Provider's Chassis Return Instructions (i.e. at the wrong terminal or yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay an Initial Mis-Use fee of \$1,100 per occurrence plus Mis-Use rate of \$40/day.

## HMM CO. LTD.

The following amendments apply to Equipment Interchange to Motor Carrier by HMM Co. Ltd. ("HMM" or "Provider") using the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"), dated September 15, 2002, or as it may be revised from time to time.

### Section 1. Free Time and Detention and Rental Charges

In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6 of the UIIA, the following free time shall be allowed and the following use charges assessed to Motor Carrier.

**Free time is counted based on days when the gate is open from Monday to Sunday. In the event that appointments are available, and the Motor Carrier fails to timely make an appointment, free time shall be counted.**

#### I. Equipment Free Time and Detention/Rental Charges

A. For Equipment used to move import and export shipments by HMM, the following free time shall be allowed: (see notes)

1. Dry Containers: Four (4) working days.  
\*Dry Non-Operating Refrigerated Container follows dry container free time.
2. Refrigerated/Tank Containers: Three (3) working days.
3. Open Top/Flat Rack, Open Side Containers: Three (3) working days
4. Chassis Provided by HMM: Four (4) or Three (3) working days based on the type of corresponding containers.

B. The Motor Carrier will be assessed detention/rental charge for containers and/or chassis until said Equipment is returned to the Provider or its authorized facility operator in accordance with Section E.1. of the UIIA.

C. For Equipment used to move **import shipments by HMM** after the expiration of free time, the Motor Carrier shall be billed for the payment of the following detention/rental charges: (see notes)

**Free time is counted based on the days when the gate is open from Monday to Sunday. In the event that appointments are available, and the Motor Carrier fails to timely make an appointment, free time shall be counted.**

**Detention shall be charged on working days, as any day which the gate is open from Monday to Sunday after free time expires.**

Equipment Type	TIER	Period	Rate
Dry Containers	Tier 1	Day 1-4	US\$ 160.00 per day
	Tier 2	Day 5-8	US \$ 195.00 per day
	Tier 3	Day 9 and thereafter	US \$ 245.00 per day
Open Top/Flat Rack and Open Side Containers	Tier 1	Day 1-4	US\$ 300.00 per day
	Tier 2	Day 5 and thereafter	US\$ 400.00 per day
Refrigerated/Tank Containers	Tier 1	Day 1-4	US\$380.00 per day
	Tier 2	Day 5 and thereafter	US\$ 430.00 per day
Chassis: Provided by HMM			
			US\$ 40.00 per day (will be added on detention charge for Containers)

\*Dry Non-Operating Refrigerated container follows Dry container rate.

Notes:

- Dry containers includes containers of all types/sizes including 20, 40 and 45 dry containers, high cube containers, hanger containers, other than open top containers, flat rack containers, open side containers, refrigerated containers and tank containers.
- This rule governs detention charges where a Service Contract provides for Contractual Free Time ("CFT") that is longer than Standard Free Time ("SFT").

(A) The Motor Carrier shall pay detention charges for each day past CFT until the day the Equipment is returned by the Motor Carrier to the designated place or location.

(B) The detention Excess Period charges shall be calculated up to the date of return as follows:

- (1) If CFT ends at the point that would have been billed at the 2nd Tier Period if SFT had been applied then it will commence at the 2nd Tier Period.
- (2) If CFT ends at the point that would have been billed at the 3rd Tier Period if SFT had been applied then it will commence at the 3rd Tier Period.

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- The term "day" means the working period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.
- Detention shall not be assessed on days when the terminal is closed.

D. For Equipment used to move **export shipments** by HMM after expiration of free time, the Motor Carrier shall be billed for the payment of the following detention/rental charges: (see notes):

Equipment Type	TIER Rate	Days	Rate
Dry Containers	Tier 1	Day1-4	US\$ 160.00 per day
	Tier 2	Day 5-8	US \$195.00 per day
	Tier 3	Day 9 and thereafter	US \$ 245.00 per day
Flat Rack/Open Top and Open Side Containers	Tier 1	Day 1-4	US\$300.00 per day
	Tier 2	Day 5 and thereafter	US\$400.00 per day
Refrigerated/Tank Containers	Tier 1	Day 1-4	US\$380.00 per day
	Tier 2	Day 5 and thereafter	US\$430.00 per day
Chassis: Provided by HMM			US\$40.00 per day (will be added on detention charge for Containers)

- **Dry Non-Operating Refrigerated Container follows Dry Container Rate**

**Note:**

- Dry containers includes containers of all types/sizes including 20, 40 and 45 dry containers, high cube containers, hanger containers, other than open top containers, flat rack containers, open side containers, refrigerated containers and tank containers.
- This rule governs detention charges where a Service Contract provides for Contractual Free Time ("CFT") that is longer than Standard Free Time ("SFT").

(A) The Motor Carrier shall pay detention charges for each day past CFT until the day the Equipment is returned by the Motor Carrier to the designated place or location.

(B) The detention Excess Period charges shall be calculated up to the date of return as follows:

(1) If CFT ends at the point that would have been billed at the 2nd Tier Period if SFT had been applied then it will commence at the 2nd Tier Period.

(2) If CFT ends at the point that would have been billed at the 3rd Tier Period if SFT had been applied then it will commence at the 3rd Tier Period.

- The term "day" means the working period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.
- Detention shall not be assessed on days when the terminal is closed.

- E. In the event that Provider provides a chassis for CY shipments at the request of the Motor Carrier, Motor Carrier shall be billed for the payment of the rental charges at the rate of \$40 per day. In this case, there will be no free time available.
- F. A Motor Carrier interchanging Equipment with a rail carrier for an OCP movement shall not be assessed for detention charges for the transit time with rail carrier. If the interchange with the rail carrier occurs within the free time permitted, provided, however, that requisite shipping documents and an EIR between the rail carrier and the Motor Carrier shall be provided upon request by Provider.
- G. Invoices submitted by Provider, or their agents for detention/rental charges are due and payable by Motor Carrier and must in all events be paid within thirty (30) days of the date of the invoice.
- H. For intermodal equipment, which is released empty and later redelivered empty (i.e. empty to empty) without an intervening shipment or street turn is canceled for whatever reason after street turn request has been initiated, Motor Carrier agrees equipment detention /rental charges will be started once street turn has been initiated and therefore Motor Carrier shall be entitled to no free time and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum. Notwithstanding the foregoing, no charge will apply if the street turn equipment is received back to Provider within 24 hours from the original out gating time and date.
- I. Notwithstanding anything to the contrary in this Agreement or Addendum, free time will be inclusive of Saturdays and Sundays (except on legal holidays) when a container terminal in Long Beach is open on either of those days.

**Section 2. Canada Free Time and Detention Charges – The below free time and detention charges are applicable only for movement of Equipment that originates in Canada.**

- A. For Equipment used to move import shipments, the following free time shall be allowed (see notes)
1. Dry Containers/Tank Containers: Three (3) working days.  
\*Dry Non-Operating Refrigerated Container follows Dry Container free time.
  2. Open Top/Flat Rack Containers: Three (3) working days.
  3. Refrigerated Containers: Three (3) working days.

-more-

- B.** For Containers used to **move** import shipments after the expiration of free time, the Motor Carrier shall be billed for the payment of the following detention charge. (see notes)

1. Dry Containers/Tank Containers	Days 1-5	US\$ 170.00 per day
	Days 6-10	US\$ 210.00 per day
	Day 11 and thereafter	US\$ 260.00 per day
2. Open Top/Flat Rack/Open Side Containers	Days 1-5	US\$ 310.00 per day
	Days 6-10	US\$ 425.00 per day
	Days 11 and thereafter	US\$ 470.00 per day
3. Refrigerated Containers	Days 1-5	US\$ 350.00 per day
	Days 6-10	US\$ 510.00 per day
	Days 5 and thereafter	US\$ 550.00 per day
• Dry Non-Operating Refrigerated Container follows Dry Container rate.		

**Note:** Dry Containers includes containers of all types/sizes, among others, 20, 40, 45 dry containers, high-cube containers, hanger containers, other than open top containers, flat rack containers, open side containers, refrigerated containers and tank containers.

**Notes:**

- 1) The term day means the calendar period commencing at 0001 hours and terminated at 2400 hours or any fraction thereof.
- 2) A working day shall not include Saturdays, Sundays or Holidays.

- C.** For Containers used to move export shipments, the following free time shall be allowed (see notes)

1. Dry Containers/Tank Containers: Three (3) working days.  
\*Dry Non-Operating Refrigerated Container follows Dry Container free time.
2. Open Top/Flat Rack/Open Side Containers: Three (3) working days .
3. Refrigerated Containers: Three (3) working days.

- D.** For Equipment used to export shipments after the expiration of free time, the Motor Carrier shall be billed for the payment of the following detention charge: (see notes)

1. Dry Containers/Tank Containers	Days 1-5	US\$ 170.00 per day
	Days 6 -10	US\$ 210.00 per day
	Days 11 and thereafter	US\$ 260.00 per day
2. Open Top/Flat Rack and Open Side Containers	Days 1-5	US\$ 310.00 per day
	Days 6 -10	US\$ 425.00 per day
	Days 11 and thereafter	US\$ 470.00 per day
3. Refrigerated Containers	Days 1-5	US\$ 350.00 per day
	Days 6 -10	US\$ 510.00 per day
	Days 11 and thereafter	US\$ 550.00 per day

\*For Dry Non-Operating Refrigerated Container follows Dry container rate.

- E.** For intermodal Containers, which is released empty and later redelivered empty (i.e. empty to empty) without an intervening shipment, Motor Carrier shall be entitled to no Free Time and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum.

**Note:** Dry Containers includes Containers of all types/sizes including dry containers, high-cube containers, hanger containers, other than open top containers, flat rack containers, open side containers, refrigerated Containers and tank Containers.

**Notes:**

- 1) The term day means the calendar period commencing at 0001 hours and terminated at 2400 hours or any fraction thereof.
- 2) A working day shall not include Saturdays, Sundays or Holidays.

### Section 3. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise HMM in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced.

Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the terms of this Agreement. In the event that charges which have been verified by the Provider are again rejected and disputed by Motor Carrier for whatever reasons, Motor Carrier will have 15 days from the date of Provider's response to either pay the claim or seek arbitration pursuant to Article H of the UIIA and Exhibit D thereto.

**Section 10. OTHER CHARGES**

- A. Provider reserves the right to assess administrative charges of \$150.00 to Motor Carrier per Traffic Citation / Fines on bill back Invoices generated.
- B. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Administration Fee of \$250.00, in addition to the above noted costs.
- C. Motor Carrier may be assessed a misuse charge at rates noted below for unauthorized usage of HMM container and chassis, or genset that is unrelated to a HMM container movement or has not been authorized by HMM in writing.
  - US\$1,000 – per 20' dry container
  - US\$1,000 – per 40' or 40' high cube dry container
  - US\$2,000 – per 20' or 40', 40' high cube reefer container
  - US\$2,000 – per 20' or 40' special containers
  - US\$250 per day – per chassis equipment with underslung genset or per clip on genset and not used for HMM reefer booking or Bill of Lading
- D. Motor Carrier shall be required to pay a penalty for late payment at the rate of 2% per month (or portion thereof) for all payments not received within 30 days of the invoice date.
- E. If Motor Carrier's interchange rights are reinstated after termination, HMM reserves the right to assess a \$250.00 reinstatement fee against the Motor Carrier.
- F. Collection expenses incurred by HMM in collecting past due charges shall be invoiced to the delinquent Motor Carrier.
- G. Provider reserves the right to assess an administrative fee of \$50.00, on any invoice, irrespective of the invoice amount.

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## IOWA INTERSTATE RAILROAD

### I. Notification and Free Time

- A.** Free time commences at notification for storage and at pick-up for detention.  
Notification after 1700 is counted as the next day.
- B.** Amount of free time for storage is day of notification plus 48 hours.
- C.** Amount of free time for detention is day of pick-up plus 72 hours.
- D.** Sundays are not included in the expiration of free time.
- E.** Holidays are not included in the expiration of free time.
- F.** Bad ordered equipment would affect the expiration of free time until the equipment is renotified in good order.

### II. Storage

- A.** Free time commences at notification. Notification after 1700 is counted as the next day.
- B.** Amount of free time is day of notification plus 48 hours.
- C.** Charges per 24-hour period
  - 1. Days 1 – 5 are \$50 per day
  - 2. Days 6 and beyond are \$150 per day

### III. Per Diem and Trailer Detention

- A.** For rail controlled trailers
  - 1. Free time commences at pick-up.
  - 2. Free time allowance for empty to load is day of pick-up plus 72 hours.
  - 3. Free time allowance for load to empty is day of pick-up plus 72 hours.
  - 4. Free time allowance for load to load is day of pick-up plus 120 hours (including Sundays and holidays).
  - 5. Per Diem
    - a) Days 1 – 5 are \$35 per day
    - b) Days 6 and beyond are \$50 per day

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**ISO Tank Chassis Services LLC**  
**Addendum to the UIIA**

I. Notifications and Free Time

a. **Free time:** ISO Tank Chassis services does not provide free time for chassis rentals.

II. Origin/ Destination Storage

a. **Free Time Amount:** Refer to Ia.

b. **Charges Per 24 Hour Period:** To rent a single chassis for a 24-hour time period, the cost will be \$40.00 per day – Motor Carriers will be notified of any changes to the chassis rental charges in accordance with the terms of the UIIA.

III. Per Diem

a. **Type of Equipment:** The type of equipment available to rent are single chassis specifically designed for Iso Tanks.

b. **Per Diem:** For each day, it is a flat rate of \$40.00.

IV. Method of Invoice Dispute Resolutions

a. **Invoice Disputes:** For any questions concerning or disputes on invoices, please email: [AP@agmark.com](mailto:AP@agmark.com) **Disputes will be handled in accordance with Section H of the UIIA.**



## ITT FOODTRANS LLC (FORMERLY DEPOTRANS CLEWISTON LLC)

### D. Free Time.

Free Time shall commence on the day of Equipment departure in the custody of the Motor Carrier from the marine terminal, railroad or container yard used by the Provider.

Provider shall not charge Motor Carrier for Per Diem during the time period when Provider Equipment is Interchanged with a rail carrier if Motor Carrier can provide proof that is reasonably acceptable to the Provider of such Interchange.

Provider will charge Per Diem for each Day or fraction thereof, including Saturday, Sunday and Government recognized legal holidays, if Equipment is not returned to the Provider within the allowed Free Time. For the purpose of this provision, the first "Day" shall commence on the date of Interchange from the marine terminal, railroad or container yard used by the Provider. Free Time shall expire per the schedule below at which point Per Diem charges will accrue until the Equipment has been returned to the Provider. Except where modified by a written bilateral agreement with Motor Carrier, the following Free Time shall apply:

- i. For 20 ft. ISO tank container: Day of the initial Interchange plus one (1) Working Day.
- ii. For ISO tank drop frame chassis: Day of the initial Interchange plus one (1) Working Day.

### E. Per Diem, Container and Trailer Detention.

Equipment	Per Diem Charge
20 ft. ISO tank container	\$45.00 per Day, or fraction thereof, for seven Days and \$58.00 per Day thereafter.
ISO tank drop frame chassis	\$45.00 per Day, or fraction thereof, for seven Days and \$58.00 per Day thereafter.

For avoidance of doubt, in computing Per Diem charges for Equipment after the expiration of Free Time, Saturdays, Sundays and holidays are included.

Misuse charges: Motor Carrier may be assessed a surcharge of \$250 per day or fraction thereof for unauthorized usage of Provider's Equipment when it is used for activity unrelated to Provider's services or an activity that has not been authorized, in writing, by the Provider.

### F. Method of Dispute Resolution.

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to the Provider via e-mail to [egiangregorio@intermodaltank.com](mailto:egiangregorio@intermodaltank.com) and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges.

Provider reserves the right to use a designated third party billing vendor. Invoices received from Provider's designated third party billing vendor shall be disputed directly with the third party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the Agreement, suspend or deny Motor Carrier's right to Interchange any Provider Equipment until payment of outstanding amounts are received.

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**EFFECTIVE: JULY 21, 2014**  
**IIEC REVISION: JUNE 5, 2015**  
**REVISION: DECEMBER 15, 2022**  
**NAME CHANGE: APRIL 26, 2024**  
**REVISED: APRIL 26, 2024**

## KANSAS CITY SOUTHERN RAILWAY COMPANY (KCS)

### III. Notification and Free Time:

- A. Notification Notification shall mean telephone, facsimile or other electronic transmission of advise that Equipment is available for pickup. KCS shall provide only one Notification of the availability of equipment for pickup. Notification shall be given to Motor Carrier if identified on the bill of lading or other shipping documents as the notify party, or to the notify party on such documents if the Motor Carrier is not identified. If Motor Carrier specified as the Notify Party refuses Notification, the Motor Carrier must contact KCS and advise refusal.
- B. Destination Storage If the Motor Carrier receives Notification the Motor Carrier shall pay to KCS any applicable destination storage charges, as stated in the KCS Rules Publication 9011 dated March 4, 2011 and successive issues thereof. KCS will provide Motor Carrier a copy of any change to these provisions thirty (30) days prior to the effective date of the changes.
- C. Notification and Free Time for Private Equipment

#### Notification Plus Free Days

Monday	Mon, Tues, Wed, Thur, Fri
Tuesday	Tues, Wed, Thur, Fri, Sat.
Wednesday	Wed, Thur, Fri, Sat, Sun
Thursday	Thur, Fri, Sat, Sun, Mon
Friday	Fri, Sat, Sun, Mon, Tues
Saturday	Sat, Sun, Mon, Tues, Wed
Sunday	Sun, Mon, Tues, Wed, Thurs

All PROVIDER charges are \$100.00 per day on and after the first chargeable day.

FLIP CHARGE: \$50.00 will be assesses for each flip performed.

FLIP HOURS: Below are the flip hours at KCS terminals:

Jackson: M-F 0800-1500; Sa-Su 0600-1000  
Kansas City (IFG): M-F 0800-1700; Sa-Su 0800-1200  
Kendleton: M-F 0800-1500  
Laredo: M-Sa 0800-1500  
Wylie: 24/7

FREE DAY: Free days include one (1) day notification plus four (4) calendar days. Sundays and legal holidays will be included when computing free time. Regardless of customs clearance requirements the equipment will be governed by the free time standards.

NOTIFICATION OF AVAILABILITY: Notice will be given immediately upon removal of the unit from the rail car.

STORAGE DAYS: Storage days will commence from the first 12:01 AM following the last Free Day and continue until the unit is picked up by the customer.

STORAGE CHARGE: \$100.00 per equipment unit, per storage day.

The above charges apply to the following intermodal terminals: Dallas, TX, Jackson, MS, Kansas City, MO, Laredo, TX, and Rosenberg, TX.

#### D. PROVIDER Observed Holidays

New Year's Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Years Eve

### IV. Origin Storage; Origin Dwell:

- A. Storage and Per Diem charges for EMP, TMXU and KCMU equipment are billed by REZ1. Per Diem is billed independently of Storage.
- B. Private containers / trailers Storage will be billed by KCS.
- C. Origin Dwell time starts when Equipment is returned loaded at the Intermodal Facility.

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**(KCS CONTINUED)**

- D. FREE DAY: In-gate date plus three (3) calendar days. Sundays and legal holidays will be included when computing free time. Regardless of custom's clearance requirements the equipment will be governed by the free time standards.
- E. STORAGE CHARGE: \$100.00 per equipment unit, per storage day.

**V. Destination Storage:**

- A. Destination dwell time starts with ramp notification.
- B. Destination dwell time ends with the out-gate. Day of Notification plus four (4) calendar days. Sundays and legal holidays will be included when computing free time. Regardless of custom's clearance requirements the equipment will be governed by the free time standards.
- C. Destination dwell days are calculated in twenty four (24) hour increments, midnight to midnight. Partial days are rounded up to the next full day.

**VI. Swing Charges for Private and rail Controlled Containers:**

- A. KCS has authority to ground Private / Rail Controlled containers if the notified party has exceeded the free time.
- B. PROVIDER will charge a \$50.00 Swing/Flip charge to perform the following transfer:
  - 1. Transfer container from ground storage to chassis
  - 2. Transfer container from one chassis to another
  - 3. Transfer container on chassis to ground storage

Authorization or Guarantee for Swing/Flip charges must be emailed to the ramps in advance.  
PROVIDER will bill for all Storage and Swing Charges.

**VII. Unscheduled KCS Terminal Closings:**

- A. Equipment Use Charge and/or Yard Storage shall not accrue for Equipment during an Unscheduled KCS Terminal Closing.

**VIII. Misuse and Crossover Charges:**

- (1) Upon reasonable notice, KCS reserves the right to have REZ1 charge an additional misuse and/or a crossover charge of \$100.00 for the first day and each day after per piece of Equipment until the Equipment piece is returned to the appropriate KCS intermodal terminal. This will apply to any of the following situations:
  - 1. If the Motor Carrier picks up an empty or loaded piece of equipment and utilizes it for other moves for benefit of the Motor Carrier and returns it empty or loaded to KCS or another railroad.
  - 2. Motor Carrier fails to return Equipment with three (3) days after the KCS written notice.
  - 3. Motor Carrier picks up empty or loaded from one KCS terminal and returns it empty or loaded to a different KCS terminal.
  - 4. Motor Carrier picks up empty or loaded Equipment from KCS and returns it empty or loaded to another railroad.

**EFFECTIVE: JULY 19, 2012**  
**REVISED: OCTOBER 17, 2021**  
**IIEC REVISION: JUNE 5, 2015**

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## MACS Maritime Carrier Shipping LLC

### I. FREE DAYS AND USE CHARGE

In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6. of the UIIA, the following Free Time shall be allowed and the following Use Charges assessed to Motor Carrier. See Exceptions (C,D,E,F,G) below.

- A.** For intermodal equipment used to move export or import shipments, or empty repositioning, the following Free Time (inclusive of Saturdays, Sundays, legal and port authority holidays) shall be allowed:
- (1) For 20 or 40 foot container (dry, ventilated, open top, high cube, flatrack, platform): Day of interchange plus four (4) consecutive calendar days.
  - (2) For 20 or 40 foot chassis (single axle, double axle): Day of interchange plus four (4) consecutive calendar days.
  - (3) For all other equipment (tri-axes, trailers, low boy trailers, equipment leased for special projects, etc) which may be provided: Day of interchange plus one (1) calendar day.
- B.** For intermodal equipment received by Motor Carrier, after expiration of Free Time, the Motor Carrier shall be responsible for payment of the following Use Charge (per diem):

For a period of 5 days (Normal Period)	For a period of 2 days (Normal Period)	For the period after Normal Period until returned (Penalty Period):
20 foot / 40 foot Container: \$ 30.00	20 foot tri-axle chassis: \$150.00	20 foot / 40 foot Container: \$ 50.00
20 foot / 40 foot Chassis: \$ 50.00	For all other equipment: \$150.00	20 foot / 40 foot Chassis: \$ 75.00
		20 foot tri-axle chassis: \$200.00
		For all other equipment: \$200.00

- C. EXCEPTION:** For intermodal equipment re-used (i.e. loaded to loaded), Motor Carrier shall be allowed 2X the Free Time period as per Section I, Paragraph A of this Addendum. Thereafter, Motor Carrier is responsible for the payment of Detention Charges as per this Addendum.
- D. EXCEPTION:** For intermodal equipment, which is released empty and later redelivered empty (i.e. empty to empty) without an intervening shipment, Motor Carrier shall be entitled to no Free Time and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum.
- E. EXCEPTION:** For Provider-arranged inland delivery (Combined Transport Bill of Lading), on behalf of cargo Provider/beneficial Provider, to cargo Provider's loading/unloading facility, two (2) Free Time calendar days shall be granted and Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum.
- F. EXCEPTION:** For Provider-arranged inland delivery (Combined Transport Bill of Lading), on behalf of cargo Provider/beneficial Provider, to final inland destination being a Railroad, no Detention Charges shall be assessed provided that, on the day of equipment release, container is interchanged in the same day by the Railroad and Provider's chassis is returned the same day. Failure of which will result in no Free Time being granted and Motor Carrier being responsible for the payment of Detention Charges as per this Addendum.
- G. EXCEPTION:** For equipment released to a Motor Carrier for subsequent activity related to US Government handling (i.e. Customs-CBP, USDA, FDA, etc), no Free Time shall be granted and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum.
- H.** Failure of Motor Carrier to remit valid charges when due, may result in loss of intermodal equipment release privileges until such matters have been resolved. In addition, Motor Carrier shall be required to pay a monthly penalty charge of one and one-half percent (1.5%) of the charges on all past-due invoices over thirty (30) days old. Provider deems it necessary to contract the services of a collection company for delinquent invoice(s), those service fees and/or commissions shall be payable by Motor Carrier.
- I.** Whenever a Motor Carrier uses a Provider's single chassis for the haulage of Provider's multiple container booking or bill of lading, the Motor Carrier shall be allowed an extra five (5) free consecutive calendar days per each container which will be applied to the associated chassis (standard detention terms apply to the containers). However, during the extra free days period, chassis free time shall expire prematurely the day after the last of the booking's or bill of lading's containers is returned to the Provider.

#### NOTES:

- (i) The term day means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.

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**EFFECTIVE: OCTOBER 1, 1999**

**REVISED: AUGUST 1, 2008**

**Name Change: September 20, 2016**

**IIEC REVISION: SEPTEMBER 21, 2018**

## Maersk Line Limited

### VII. FREE TIME, DETENTION AND PER DIEM CHARGES:

Item A) When Free Time applies

Free time for Equipment shall commence on the day of Equipment departure from the marine terminal, railroad or container yard used by Provider.

Detention shall apply per working day defined as any day a gate is open for container returns.

#### Item B) Per Diem Free Time

Per Diem Free Time - U.S. Only
a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:
<b>Four (4) working days</b>
b. Operating Refrigerated Equipment:
<b>Three (3) working days</b>
c. Specialized Equipment to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment:
<b>Three (3) working days</b>

#### Item C) Per Diem Rates

I. Per Diem
a. Dry Equipment/Dry Loaded (Non- Operating) Refrigerated Equipment:
Days 1-4: USD 155.00
Days 5-8: USD 205.00
Days 9+: USD 235.00
b. Operating Refrigerated Equipment:
Days 1-3: USD 350.00
Days 4+: USD 455.00
c. Specialized Equipment (to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top
Days 1-3: USD 330.00
Days 4+: USD 435.00

Maersk Line Limited – continued

Canada only

Dry, non Operating Refrigerated

Operating Refrigerated

Days after free time	Cost Per day
1st day to 4th Day	USD 140.00
5th day to 8th day	USD 190.00
Day 8+	USD 220.00

Days after free time	Cost Per day
1st day to 3rd Day	USD 330.00
4th day to 7th day	USD 435.00
Day 8+	USD 470.00

Item D) Rail Interchange

Provider shall not charge Motor Carrier for Per Diem during the time period when Provider Equipment is interchange with a rail carrier. If Motor Carrier can provide proof of such interchange to the Provider's Corporate Per Diem department that is reasonably acceptable to Provider. The proof of Interchange must be sent to –

**Maersk Agency U.S.A. Inc.**  
9300 Arrowpoint Boulevard  
Charlotte, NC 28273-8136  
Attention: Trucker Collections [NAMDAPCOL@Maersk.com](mailto:NAMDAPCOL@Maersk.com)

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Section VII. FREE TIME, DETENTION AND PER DIEM CHARGES:

**Item A) When Free Time applies**

Free time for Equipment shall commence on the day of Equipment departure from the marine terminal, railroad or container yard used by Provider.

Detention shall apply per working day defined as any day a gate is open for container returns.

**Item B) Per Diem Free Time**

Per Diem Free Time - U.S. Only
a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:
<b>Four (4)</b> working days
b. Operating Refrigerated Equipment:
Three (3) working days
c. Specialized Equipment to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment:
Three (3) working days

**Item C) Per Diem Rates**

<b>I. Per Diem</b>
<b>a. Dry Equipment/Dry Loaded (Non- Operating) Refrigerated Equipment:</b>
<b>Days 1-4: USD 200.00</b>
<b>Days 5-8: USD 250.00</b>
<b>Days 9+: USD 280.00</b>
<b>b. Operating Refrigerated Equipment:</b>
<b>Days 1-3: USD 420.00</b>
<b>Days 4+: USD 525.00</b>
<b>c. Specialized Equipment (to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top</b>
<b>Days 1-3: USD 350.00</b>
<b>Days 4+: USD 455.00</b>

Canada only

**Dry, non-Operating Refrigerated**

<b>Days after free time</b>	<b>Cost Per day</b>
1st day to 4th Day	USD 190.00
5th day to 8th day	USD 230.00
Day 8+	USD 260.00

**Operating Refrigerated**

<b>Days after free time</b>	<b>Cost Per day</b>
1st day to 3rd Day	USD 370.00
4th day to 7th day	USD 475.00
Day 8+	USD 510.00

**Item D) Rail Interchange**

Provider shall not charge Motor Carrier for Per Diem during the time period when Provider Equipment is interchange with a rail carrier. If Motor Carrier can provide proof of such interchange to the Provider's Corporate Per Diem department that is reasonably acceptable to Provider. The proof of Interchange must be sent to –

**Maersk Agency U.S.A. Inc.**  
9300 Arrowpoint Boulevard  
Charlotte, NC 28273-8136  
Attention: Trucker Collections  
[disputes@maersk.com](mailto:disputes@maersk.com)



**Section XII. Unauthorized Street Turn Fee**

When a Motor Carrier has possession of equipment and desires to employ that equipment in a second booking (i.e., deliver cargoes on a Full Import booking and then use that same equipment for loading cargoes on a Full Export booking), the Motor Carrier must first obtain authorization / approval from Maersk's designated agents for this activity at Qualle <http://www.qualle.co/> for all U.S. and Canada locations or Avantida <https://www.avantida.com> for all US and Canada locations, except California, Arizona, Colorado, and Utah. Approval of such reassignment ("street turn") shall serve as the termination of Import Per Diem calculation and start Export Per Diem calculation. If designated agent approves the reassignment/transfer of equipment, the Motor Carrier shall incur a usage charge in the amount of \$30.00.

If a Motor Carrier conducts a street turn without such approval, that Motor Carrier will be assessed a fee in the amount of \$100.00 by the Provider.

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**EFFECTIVE: FEBRUARY 1, 1996**

**REVISED: FEBRUARY 13, 2025**

**IIEC REVISION: JUNE 5, 2015**

**NAME CHANGE: FEBRUARY 26, 2024**

## MATSON NAVIGATION COMPANY, INC.

### IV. USE CHARGES

#### A. Domestic Shipments

2. Use charges shall be assessed at the following daily rates:

20 foot dry container	\$ 3.50
20 foot refrigerated container	\$ 17.00
20 foot chassis	\$ 35.00
20 foot 3-axle chassis	\$ 35.00
24 foot dry container	\$ 3.90
24 foot flatrack	\$ 5.90
24 foot refrigerated container	\$ 20.00
40 foot dry container	\$ 5.00
40 foot flatrack	\$ 7.00
40 foot refrigerated container	\$ 35.00
45 foot dry container	\$ 6.00
40 foot flatbed	\$ 11.00
24 foot chassis	\$ 35.00
24 foot 3-axle chassis	\$ 35.00
40 foot chassis	\$ 35.00
40 foot 3-axle chassis	\$ 35.00
45 foot chassis	\$ 35.00
Motor generator	\$ 25.00

#### B. International Shipments

For shipments transported pursuant to a through movement in international commerce, free time commences at 0001 hours the first working day after the Motor Carrier has removed the Equipment from the destination container yard or terminal facility and ends at 2400 hours on the last day of the specified number of free time working days. The charges set forth in Paragraph IV.B.2 of this Addendum will be assessed for each 2400 hours or fraction thereof beyond the allowed free time once the Equipment is removed from the container yard or terminal facility. Work stoppages at the container yard or terminal facility due to labor disputes or other force majeure situations preventing delivery or acceptance of the Equipment will be excluded from the calculation of free time.

##### 1. Free time

- a. Regular dry equipment: day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays
- b. Open top containers/flatbed or flatrack trailers: day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays
- c. Refrigerated equipment: day of initial interchange plus three (3) working days, i.e., excluding Saturdays, Sundays and holidays

##### 2. Charges

Detention charges shall be charged for each calendar day following free time as follows:

Dry containers	U.S. \$ 200
Open top containers/flatbed or flatrack trailers	U.S. \$ 200
Refrigerated equipment	U.S. \$ 300

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3.
  - a. Use of Matson supplied chassis (either a chassis owned by Mason or one that Matson has leased for its own usage) from Berth 63 in Oakland for international shipments will be billed at \$35.00 per day, commencing the first day the Motor Carrier has removed the chassis from the destination container yard or terminal facility and ending on the day the chassis is returned to the Berth 63 facility.
  - b. Charges will be applied in whole day increments and apply to every calendar day, including weekends and holidays, the chassis is in the Motor Carrier's possession until the chassis is returned to the terminal facility.

**V. METHOD OF DISPUTE RESOLUTION**

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices withing thirty (30) days of the receipt of such invoices. Provider will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoices or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the terms of this Addendum. in the event that charges which have been verified by Provider are again rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges.

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**4. EQUIPMENT USAGE FREE TIME AND PERDIEM**

**4.1 Domestic Shipments:**

- a) This Section sets forth the applicable free time and Per Diem charges for Equipment Interchanged between Provider and Motor Carrier for Equipment used to support inbound or outbound shipments in the U.S. noncontiguous domestic or coastwise trade lane.
- b) The EIR, Equipment Interchange Receipt, from a marine terminal, rail ramp, container yard and or Customer location shall be used to determine number of days in Motor Carrier's possession.
- c) For shipments moved to and from Domestic Locations, regardless of whether on an intermodal or port to port basis, the Motor Carrier shall pay Per Diem charges per the below table except for Household goods. Household goods free time is day of Interchange plus twenty-nine (29) calendar days inclusive of weekends and holidays for a total of thirty (30) free days; provided the container number listed on the Interchange has been assigned to a new Outbound booking number with the Provider. Household good free time of thirty (30) free days is only applicable to the contiguous U.S.

**FREE TIME AND PER DIEM CHARGES**

<u>Equipment Type</u>	<u>Free Time (a)</u>	<u>Charges (b)</u>
Dry Containers	5 days	\$11.00 per day
Open Top/Flatbed	5 days	\$15.00 per day
Refrigerated/Tank Containers (wet or dry)	3 days	\$50.00 per day
Bare Chassis	5 days	\$ 6.00 per day

- d) Excludes day of initial Interchange, holidays and first Saturday and Sunday.
- e) Charges apply on all days, or fractions thereof, after free time expires.
- f) When repairs of Equipment are to be made under the provisions of Section 2 of this Addendum, Provider shall receive Per Diem charges as shown in this section 4.1.c. while the Equipment is out of service or if the Equipment is extensively damaged, Per Diem charges will continue until agreement is reached between Provider and the Motor Carrier for the Motor Carrier to pay for the depreciated replacement value of the Equipment. Per diem will not be charged to the Motor Carrier while the Equipment is out of service for purposes of correcting normal wear and tear.

**4.2 Dispute Resolution for Per Diem Charges for Domestic Shipments:**

- a) Motor Carrier shall notify Provider in writing of any disputed items on Provider's invoices (with any and all supporting information i.e., gate receipts, dock receipts) within thirty (30) days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced.

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# MEDITERRANEAN SHIPPING COMPANY S.A.

## 1. A. FREE DAYS AND USE CHARGES FOR EQUIPMENT

The EQUIPMENT shall consist of Containers, Chassis and Gen Sets. Charges will continue until the equipment is returned to the place of interchange or other mutually agreed upon location.

Chassis (naked) retained by the Motor Carrier after delivery of the Container to Mediterranean Shipping Co. S.A, unless employed with another Container of MSC, will be invoiced as per below:

- 20' and 40' chassis (any type): \$95 per day
- Tri axle: will be invoiced at \$300 per day
- Chassis with mounted underslung gen set: will be invoiced at \$200 per day

### ALL EXPORT. IMPORTS AND EMPTY TO EMPTY RATES (ALL TRADE LANES)

Equipment	Charges	Rate Tier
All Dry Containers	Days 1 thru 3 \$185.00	(Extended Use Charges)
All Dry Containers	Days 4 thru 6 \$210.00	(Excess Use Charges)
All Dry Containers	Days 7 and Thereafter \$250.00	(Third Tier)
All Reefer	Days 1 thru 3 \$345.00	(Extended Use Charges)
All Reefer	Days 4 and Thereafter \$450.00	(Excess Use Charges)
All Special Equipment	Days 1 thru 3 \$325.00	(Extended Use Charges)
All Special Equipment	Days 4 and Thereafter \$430.00	(Excess Use Charges)

**FREE TIME:** Shall be allowed as per outlined below for all MSC equipment. *Free time calculation includes day of pick-up, day of return, plus any other working day within this period. Only working days will be billable after the expiration of free time. Working days shall be considered any day in which the marine terminal operator/depot/ MSC equipment location is open and operational, including weekends and holidays.*

Exception to the above free time: For containers picked up empty and returned empty (i.e. empty to empty), Motor Carrier shall be entitled to 1 day of Free Time and will be responsible for the payment of use charges as per Section 1.A. of this Addendum.

California Law: on weekends, should MSC be unable to accept return of equipment at its terminals or CYs, then those days will be counted as additional free time in accordance with SB45.

### Standard Free Time for Merchant Haulage, Intermodal & Empty to Empty

	Free time given	Free Time Description	Starting Rate Tier After Free Time Expires
<b><u>Merchant Haulage</u></b>			
20'/40' Dry Containers	4 working days	(date of interchange + 3 working days)	Starts w/Extended Use Tier
20'/40' Reefer and Special Equipment	3 working days	(date of interchange + 2 working days)	Starts w/Extended Use Tier
Street turned containers (not diverted)	10 calendar days	10 straight calendar days	Starts w/Extended Use Tier
<b><u>Intermodal</u></b>			
20'/40' Dry Containers	6 working days	(date of interchange + 5 working days)	Starts w/Excess Use Tier
20'/40' Reefer and Special Equipment	4 working days	(date of interchange + 3 working days)	Starts w/Excess Use Tier
Street turned containers (not diverted)-STANDARD EQUIPMENT ONLY	10 working days	(date of interchange + 9 working days)	Starts w/Excess Use Tier
<b><u>Empty to Empty</u></b>			
all containers	1 day	date of interchange	Starts w/Extended Use Tier

This rule governs per-diem charges where a Service Contract provides for Contractual Free Time ("CFT") that is longer than Standard Free Time ("SFT"). Saturdays, Sunday and legal Holidays shall be included in computing Excess Periods.

California Law: on weekends, should MSC be unable to accept return of equipment at its terminals or CYs, then those days will be counted as additional free time in accordance with SB45.

(A The Motor Carrier shall pay per-diem charges for each day past CFT until the day the Equipment is returned by the Motor Carrier to the designated place or location.

(B) The per-diem Excess Period charges shall be calculated up to the date of return as follows:

(1) If CFT ends at the point that would have been billed at the Excess Use Charge if SFT had been applied then it will commence at the Excess Use Charge.

(2). If CFT ends at the point that would have been billed at the 3<sup>rd</sup> Tier Period if SFT had been applied then it will commence at the 3<sup>rd</sup> Tier Period.

**STREET TURN (TWO- WAY MOVEMENT) STANDARD EQUIPMENT ONLY:** Whenever a two-way movement (Import to Export) is involved the free time shall be increased to 10 calendar days. Changing an export container from one export booking to another (diverting) will not be considered as two-way movement. Normal free time will apply in these cases. Does not apply to special equipment. Street turn request may be submitted via [www.streetinterchange.com](http://www.streetinterchange.com).

#### **B. Daily Equipment Usage Charges at Rail Ramp**

Charges assessed by Mediterranean Shipping for the use of its equipment sitting at rail ramp after the expiration of free time. Charges accrue from the moment rail free time expires until container is gated out. It is applicable only if delay is caused by Motor Carrier.

Below are the applicable equipment use charges:

20'/40' Dry Containers Days 1 Thru 5	\$165.00 Per Day
20'/40' Dry Containers Days 6 and Thereafter	\$195.00 Per Day
20'/40' Open Top/Flat Rack/Platform Days 1 Thru 5	\$215.00 Per Day
20'/40' Open Top/Flat Rack/Platform Days 6 and Thereafter	\$265.00 Per Day
20'/40' Reefer Container Days 1 Thru 3	\$215.00 Per Day
20'/40' Reefer Container Days 4 and Thereafter	\$285.00 Per Day

#### **5. OTHER CHARGES:**

a. In the event Motor Carrier redelivers equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said equipment to its point of origin, or other location that is no further away than the original delivery location.

b. Misuse Charges

Motor Carrier may be assessed a surcharge **at rates noted below** for unauthorized usage of Mediterranean Shipping containers and chassis that is unrelated to a Mediterranean Shipping container movement or has not been authorized by Mediterranean Shipping in writing.

Usd \$500 - per 20' dry van  
Usd \$800 - per 40' dry van or 40' high cube  
Usd \$2000 - per 20' or 40' reefer  
Usd \$2000 - per 20' or 40' special equipment  
Usd \$200 per day – per chassis equipped with underslung genset and not used for MSC reefer booking or Bill of Lading

c. Provider reserves the right to assess an administrative charge of \$50.00 to Motor Carrier per traffic citation/fines on bill back invoices generated.

**EFFECTIVE: OCTOBER 1, 1999**

**REVISED: JUNE 29, 2025**

**IIEC REVISION: SEPTEMBER 21, 2018**

## I. Rental Billing Calculation

Motor Carrier agrees to pay MCC a Chassis Rental/Use Charge for use of chassis provided by MCC calculated as follows unless superseded by a separate bilateral agreement.

- A. Each calendar day or fraction thereof during the Interchange Period, calculated as one full day.
- B. There are no free days at the beginning of the Interchange Period and all days are billable including weekends and holidays.
- C. Daily Chassis Rental/Use Charges and any changes with their effective date to those rates will be published on [www.chassisfinder.com](http://www.chassisfinder.com). MCC shall email rate changes to Motor Carrier with 30 days advance notice of effective date. The rates will be applicable to all chassis interchanged to Motor Carriers, that have executed the MCC use agreement, on or after the published effective date.
- D. All Parties agree to be bound by the terms and conditions of this Addendum in any and all cases from the time that the chassis is placed in the physical possession of Motor Carrier or its agents until the chassis is returned to the physical possession of MCC or its agents.
- E. In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6. of the UIIA, Motor Carrier hereby agrees to pay MCC the daily use charge as agreed between the Motor Carrier and the daily amount posted for MCC on [www.chassisfinder.com](http://www.chassisfinder.com) for the chassis type being used by the Motor Carrier.

## II. Invoicing and Invoice Terms

- A. Unless otherwise notified by Motor Carrier, MCC will send Invoices to either the email address or physical address Motor Carrier has registered with IANA for UIIA Notices.
- B. Where proof of MCC's invoice issuance date is needed to verify compliance with any issuance deadlines contained in the UIIA, the following dates shall be used unless Motor Carrier has evidence to the contrary:
  - a. For emailed invoices, the invoice email date will be used.
  - b. For mailed invoices, MCC's system recorded invoice created date shall be used.
- C. For invoice dispute deadline purposes, Motor Carrier's recorded date on mailed invoices or email date will be used as the receipt date.
- D. Subject to deadlines for invoicing in the UIIA, the frequency for MCC's invoicing of Motor Carrier shall be determined by MCC and is subject to change.
- E. All invoices must be paid in full within thirty (30) days of the invoice date unless charges are disputed by the Motor Carrier in accordance with the dispute resolution process set forth in the MCC Addendum.
- F. In the event Motor Carriers payment by check or otherwise cannot be processed, any charges incurred by MCC due to the unprocessed payment will be invoiced back to Motor Carrier.
- G. Motor Carrier shall be required to pay a penalty for late payment at the rate of 1.5% per month (or portion thereof) for all payments not received within 30 days of invoice date.
- H. Motor Carrier shall be responsible for any and all costs, including Provider's legal expenses and attorney fees, associated with collecting per diem charges.

## III. Method of Invoice Dispute Resolution

- A. The following dispute resolution process applies for all types of invoices issued by MCC or its agent.
- B. Motor Carrier shall advise MCC in writing of any disputed items on invoices within 30 days of the Motor Carrier's receipt of MCC's invoice(s), of any disputed items on said invoice(s). Should Motor Carrier fail to dispute an invoice within 30 days after issuance of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier immediately will be responsible for payment thereof to MCC.
- C. Disputes must include:
  - a) Motor Carrier's name, SCAC code, address, telephone number and email address;
  - b) A copy of MCC's invoice with all supports;
  - c) A detail explanation of the dispute;
  - d) Documents (i.e. gate receipts) to support the dispute; and
  - e) A reasonable recommendation for a remedy.

- D.** Motor Carrier shall provide disputes in writing to the party listed on the Invoice.
- E.** MCC will respond to all claims within 30 days of receipt of Motor Carrier's dispute claim.

**IV. Other Charges**

- A.** In the event Motor Carrier redelivers chassis to MCC at a geographical location different from where it was originally accepted, without prior written approval from MCC, Motor Carrier agrees to pay MCC all costs MCC may incur to return said chassis to its point of origin, or other location that is no further away than the original delivery location.
- B.** MCC reserves the right to assess an administrative charge of \$50 to Motor Carrier for violation and citation invoices issued by MCC to Motor Carrier allowable under the UIIA.
- C.** Rates are inclusive except where states taxes are applicable.



### **III. Rental Billing Calculation**

Motor Carrier agrees to pay MEC a Chassis Rental/Use Charge for use of chassis provided by MEC calculated as follows unless superseded by a separate bilateral agreement.

- A. Each calendar day or fraction thereof during the Interchange Period, calculated as one full day.
- B. There are no free days at the beginning of the Interchange Period and all days are billable including weekends and holidays.
- C. Daily Chassis Rental/Use Charges and any changes with their effective date to those rates will be published on [www.chassisfinder.com](http://www.chassisfinder.com). MEC shall email rate changes to Motor Carrier with 30 days advance notice of effective date. The rates will be applicable to all chassis interchanged to Motor Carriers, that have executed the MEC use agreement, on or after the published effective date.
- D. All Parties agree to be bound by the terms and conditions of this Addendum in any and all cases from the time that the chassis is placed in the physical possession of Motor Carrier or its agents until the chassis is returned to the physical possession of MEC or its agents.
- E. In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6. of the UIIA, Motor Carrier hereby agrees to pay MEC the daily use charge as agreed between the Motor Carrier and the daily amount posted for MEC on [www.chassisfinder.com](http://www.chassisfinder.com) for the chassis type being used by the Motor Carrier.

### **IV. Invoicing and Invoice Terms**

- A. Unless otherwise notified by Motor Carrier, MEC will send Invoices to either the email address or physical address Motor Carrier has registered with IANA for UIIA Notices.
- B. Where proof of MEC's invoice issuance date is needed to verify compliance with any issuance deadlines contained in the UIIA, the following dates shall be used unless Motor Carrier has evidence to the contrary:
  - a. For emailed invoices, the invoice email date will be used.
  - b. For mailed invoices, MEC's system recorded invoice created date shall be used.
- C. For invoice dispute deadline purposes, Motor Carrier's recorded date on mailed invoices or email date will be used as the receipt date.
- D. Subject to deadlines for invoicing in the UIIA, the frequency for MEC's invoicing of Motor Carrier shall be determined by MEC and is subject to change.
- E. All invoices must be paid in full within thirty (30) days of the invoice date unless charges are disputed by the Motor Carrier in accordance with the dispute resolution process set forth in the MEC Addendum.
- F. In the event Motor Carriers payment by check or otherwise cannot be processed, any charges incurred by MEC due to the unprocessed payment will be invoiced back to Motor Carrier.
- G. Motor Carrier shall be required to pay a penalty for late payment at the rate of 1.5% per month (or portion thereof) for all payments not received within 30 days of invoice date.
- H. Motor Carrier shall be responsible for any and all costs, including Provider's legal expenses and attorney fees, associated with collecting per diem charges.

### **V. Method of Invoice Dispute Resolution**

- A. The following dispute resolution process applies for all types of invoices issued by MEC or its agent.
- B. Motor Carrier shall advise MEC in writing of any disputed items on invoices within 30 days of the Motor Carrier's receipt of MEC's invoice(s), of any disputed items on said invoice(s). Should Motor Carrier fail to dispute an invoice within 30 days after issuance of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier immediately will be responsible for payment thereof to MEC.
- C. Disputes must include:
  - a) Motor Carrier's name, SCAC code, address, telephone number and email address;
  - b) A copy of MEC's invoice with all supports;
  - c) A detail explanation of the dispute;
  - d) Documents (i.e. gate receipts) to support the dispute; and
  - e) A reasonable recommendation for a remedy.

**(Milestone Equipment Company LLC – continued)**

- D. Motor Carrier shall provide disputes in writing to the party listed on the Invoice.
- E. MEC will respond to all claims within 30 days of receipt of Motor Carrier's dispute claim.

**VI. Other Charges**

- A. In the event Motor Carrier redelivers chassis to MEC at a geographical location different from where it was originally accepted, without prior written approval from MEC, Motor Carrier agrees to pay MEC all costs MEC may incur to return said chassis to its point of origin, or other location that is no further away than the original delivery location.
- B. MEC reserves the right to assess an administrative charge of \$50 to Motor Carrier for violation and citation invoices issued by MEC to Motor Carrier allowable under the UIIA.
- C. Rates are inclusive except where states taxes are applicable.

**Effective: December 15, 2017**

**Revised: May 29, 2024**

**IIEC REVISION: SEPTEMBER 21, 2018**

**NATIONAL SHIPPING OF AMERICA LLC****IV. EQUIPMENT USAGE FREE TIME AND PERDIEM****A.****FREE TIME AND PER DIEM CHARGES**

<u>Equipment Type</u>	<u>Free Time (a)</u>	<u>Charges (b)</u>
Dry Containers	5 days	\$20.00 per day
Open Top/Flatbed/Flatrack	5 days	\$25.00 per day
Refrigerated/Tank Containers (wet or dry)	3 days	\$60.00 per day
Chassis	No free time	\$30.00 per day

Excludes day of initial Interchange, holidays and first Saturday and Sunday.

- B.** When repairs of Equipment are to be made under the provisions of Section 2 of this Addendum, Provider shall receive Per Diem charges while the Equipment is out of service. Per Diem will not be charged to the Motor Carrier while the Equipment is out of service for purposes of correcting normal wear and tear. If the Equipment is extensively damaged, Per Diem charges will continue until the date the equipment is declared destroyed at which point the Motor Carrier will be invoiced for the depreciated replacement value of the equipment.
- C.** Motor Carrier shall notify Provider in writing of any disputed items on Provider's invoices (with any and all supporting information i.e., gate receipts, dock receipts, etc.) within thirty (30) days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within thirty (30) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount properly invoiced.

**EFFECTIVE: MAY 5, 2013**  
**REVISED: JANUARY 1, 2022**

**2.6 Dispute of invoiced repairs**

Motor Carrier shall respond in writing to Provider's invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider's invoices it believes to be incorrect.

**SCHEDULE A**

(EFFECTIVE AUGUST 1, 2023)

**FREE TIME AND CHARGES -- IN THE UNITED STATES ONLY:****1. UNITED STATES IMPORT/EXPORT DETENTION CHARGES**

<b>Container Type</b>	Dry	Reefer	Special (OT, FR)
<b>Free Time (Days)</b>	4	3	3
<b>Charges after Free Time</b>	Days 1-4 \$ 155	Days 1-3 \$ 350	Days 1-3 \$ 330
	Days 5-8 \$ 205	Days 4 + \$ 455	Days 4+ \$ 430
	Days 9+ \$ 235		

Note: Charges applicable per Calendar Day regardless of whether Chassis is provided or not.

**NOTES:**

- Regular Equipment includes General Purpose Equipment of all sizes, with or without chassis, among others, 20', 40' and 45' dry containers and high-cube (9'6") containers.
- Special Equipment includes Opentop containers, Hardtop containers, Ventilated containers, Flatrack containers, Tank Equipment, etc. excluding Temperature Controlled (Refrigerated and Tank Equipment; Operating or Non-Operating), bare chassis, trailers all types or Regular Equipment.
- US Government Agency Inspections  
Import containers which are subject to US Government Agency inspection, requiring to transport the container from the marine terminal to a US Inspection facility, shall, to a US Inspection facility, detention shall be charged beginning on the date released by the warehouse operator or government body.
- With respect to any shipment for which carrier equipment is used, the Motor Carrier shall be liable for the payment of all use charges that may be imposed with respect to the use of that equipment pursuant to this Rule.
- When Temperature Controlled (refrigerated) containers or hardtop containers are utilized as dry cargo containers at the Equipment Provider's request, Free Time and Use charges will be assessed at the same terms applicable to Regular Equipment.
- Equipment held at Motor Carrier's facility after Import cargo has been delivered will have no relief from Schedule A terms without Provider's written authorization to establish an equipment pool with Free Time and Use privileges.
- Separate bilateral agreements, emails from NPDL issued by 1600 the day prior to return from the Provider, and shipping orders from NPDL supersede conflicting internet postings.
- If Motor Carrier's interchange rights are reinstated after termination, Provider reserves the right to assess a \$250 reinstatement fee against the Motor Carrier.

**I. Notification and Free Time**

**A. Storage Charges Per 24-hour Period after Free Time Expiration**

- a. The Motor Carrier draying Equipment from the Terminal will be responsible for Storage charges for units that remain on the Terminal beyond the expiration of Free Time.
- b. The amount of Free Time and the applicable Storage Charges following the end of Free Time are outlined in Section 7 of the NS Intermodal Rules Circular # 2, last revised June 1, 2022, which can be found at: [http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/intermodal\\_rules\\_circular.pdf](http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/intermodal_rules_circular.pdf)

**II. Administrative Fees**

**A. Handling for Non-Per Diem Invoice Generation**

- a. A \$10 Administrative Fee will be added to all individual toll and citation invoices.

**III. Process for Invoice Dispute Resolution**

**A. Maintenance & Repair, Citation, Transload and Lost/Stolen/Destroyed Equipment Invoices**

- a. Invoices, also known as Freight Bills, must be disputed within thirty (30) days of the invoice date within the NS IMRS system at: <http://ns-imrs.buckeyemountain.com>.
- b. All billing notifications will be sent initially to the Motor Carrier's contact that was provided to the UIIA in the application packet. Motor Carriers shall advise NS of any changes to contact information via email to [IMRepair.Invoices@nscorp.com](mailto:IMRepair.Invoices@nscorp.com).
- c. Information regarding IMRS, including User Guides can be found on the NS website at: <http://www.nscorp.com/content/nscorp/en/shipping-options/intermodal/maintenance-and-repair-information.html>.
- d. MOTOR CARRIER SHALL PAY NS THE UNDISPUTED PORTION OF EVERY INVOICE WITHIN THIRTY (30) DAYS OF THE DATE AS SHOWN ON THE INVOICE. FAILURE TO PAY UNDISPUTED INVOICES MAY RESULT IN CANCELLATION OF THIS ADDENDUM.

**B. Other Invoices**

For questions regarding any other dispute for other types of invoices, contact NS Revenue Accounting Customer Service via e-mail at: [ACCTREVTrailerRepair@nscorp.com](mailto:ACCTREVTrailerRepair@nscorp.com).

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## North American Chassis Pool Cooperative LLC

- I. Notification and Free Time** - There are no free days at the beginning of the Interchange Period and all days are billable including weekends and holidays.
- II. Equipment Use Charges** - Motor Carrier agrees to pay NACPC a Daily Use Charge for use of chassis provided by NACPC calculated as follows unless superseded by a separate bilateral agreement.
- A. Each calendar day or fraction thereof during the Interchange Period.
  - B. Daily Use Charges and any changes with their effective date to those rates will be published on [www.nacpc.org](http://www.nacpc.org).
  - C. NACPC shall email rate changes to Motor Carrier a minimum of 30 days in advance of the effective date. The rates will be applicable to all chassis interchanged to Motor Carrier on or after the published effective date.
  - D. Upon mutual consent of NACPC and Motor Carrier, in the event that the ocean carrier or other third party agrees to pay NACPC for certain days during the Interchange Period and NACPC agrees to bill that party directly, NACPC will do so. Notwithstanding the existence of any billing arrangements between NACPC and ocean carriers or other third parties, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum.
  - E. All Parties agree to be bound by the terms and conditions of this Addendum in any and all cases from the time that the chassis is placed in the physical possession of Motor Carrier or its agents until the chassis is returned to the physical possession of NACPC or its agents
  - F. In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6. of the UIIA, Motor Carrier hereby agrees to pay NACPC a Daily Use Charge of thirty (\$30) per day.
  - G. Rates are inclusive except where states taxes are applicable.
  - H. Fees for Non-Standard Use
    - a. In the event Motor Carrier redelivers chassis to a location different from where it was originally accepted, without prior written approval from NACPC, Motor Carrier agrees to pay NACPC all costs NACPC may incur to return said chassis to its point of origin, or other location that is no further away than the original delivery location.

### III. Administrative Fees

- A. All invoices must be paid in full within thirty (30) days of the invoice date. Motor Carrier shall be required to pay a penalty for late payment at the rate of 1.5% per month (or portion thereof) for all payments not received within 30 days of invoice date.
- B. In the event Motor Carrier's payment by check or otherwise cannot be processed, any charges incurred by NACPC due to the unprocessed payment will be invoiced back to Motor Carrier.
- C. NACPC reserves the right to access an administrative charge of thirty-five (\$35) to Motor Carrier for all charges, other than daily use charges, issued by NACPC to Motor Carrier allowable under the UIIA.
- D. Motor Carrier will be responsible for paying collection fees, including attorney fees, incurred by NACPC in collecting past due amounts

### IV. Process for Dispute Resolution

- The following dispute resolution process applies for all types of invoices issued by NACPC or its agent.

- A. Motor Carrier shall advise NACPC in writing of any disputed items on invoices within **45** days of the issuance of NACPC's invoice(s), of any disputed items on said invoice(s). Should Motor Carrier fail to dispute an invoice within **45** days after issuance of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier immediately will be responsible for payment thereof to NACPC.
- B. To qualify as a valid dispute, disputes must include:
  - a. Motor Carrier's name, address, telephone number and email address
  - b. A copy of NACPC's invoice
  - c. A detail explanation of the dispute
  - d. Documents (i.e. gate receipts) to support the dispute
  - e. A reasonable recommendation for a remedy
- C. Motor Carrier shall provide disputes by email to the party listed on the invoice.
- D. NACPC will respond to all disputes within forty-five (45) days from receipt of dispute.

**EFFECTIVE:**      **APRIL 1, 2013**  
**REVISED:**       **DECEMBER 1, 2024**  
**IIEC REVISION:** **JUNE 5, 2015**  
**IIEC REVISION:** **SEPTEMBER 21, 2018**

**Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement****FREE TIME AND DETENTION CHARGES (IN THE UNITED STATES ONLY)****I. FREE TIME**

- A. **Regular Equipment:** Day of initial interchange plus four (4) working days, (See Notes and Definitions).
- B. **Operating Reefer/Tank & Other Specialized Container Not Covered Elsewhere:** Day of initial interchange plus three (3) working days. (See Notes and Definitions).

**II. DETENTION CHARGES**

Detention Charges shall be charged for each working day following free time as follows: Detention will not be charged on days the designated return facility is closed. (See Notes and Definitions):

Import/Export Detention Charges	General Dry Containers	Refrigerated Containers	Flat racks, Open Tops, and Shipper Owned Tanks	Bare Chassis	Chassis with Genset attached
* All except Hawaii	\$185	\$285	\$225	\$60	\$265

Hawaii	Operating or Non-operating Refrigerated Containers:				All Other Containers	
	1-3 days	\$165	per 20'	1-5 days	\$65	per 20'
		\$215	per 40'		\$115	per 40'
					\$115	per 45'
	4+ days	\$215	per 20'	6+ days	\$115	per 20'
\$265		per 40'	\$165		per 40'	
			\$165		per 45'	

**Notes and Definitions:**

- "Working Day" shall mean:  
For the United States, each calendar day when the pick-up or return facility is open for the cargo and equipment pick-up and/or return (including Saturdays, Sundays and Holidays).
- Regular equipment excludes all chassis and includes containers of all sizes, not limited to 20' / 40' / 45' containers and non-operating reefer units used for cargo not requiring refrigeration. Regular equipment does not include operating refrigerated equipment, tank equipment, and other specialized container not covered elsewhere.
- Free time shall commence at the following working day after initial interchange. Once free time expires, Detention/Per Diem charges shall be charged for each working day until equipment is returned to the custody of the Provider. On an intermodal move, the bill of lading issued by the ocean carrier shall determine the beginning or ending interchange point – i.e., the beginning interchange point on an intermodal import move shall be the point at which the ocean carrier's bill of lading ends, and the ending interchange point on an intermodal export move shall be the point at which the ocean carrier's bill of lading begins.
- With respect to any shipment for which carrier equipment is used, the Motor Carrier shall be liable for the payment of all detention charges that may be imposed with respect to the use of that equipment pursuant to this Rule.

**IV. METHOD OF DISPUTE RESOLUTION**

All disputes are required to be submitted in the ONE Dispute Portal at <https://us.one-line.com/invoice-disputes>.

**V. OTHER CHARGES****Administrative Fee**

Provider reserves the right to assess an administrative fee of \$125.00, on any invoice, irrespective of the invoice amount.

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**Mis-use Fee**

Motor Carrier shall be assessed a misuse charge of \$1,000 for unauthorized use of Provider's equipment that is unrelated to the Provider's container movement or has not been authorized by Provider in writing.

Invoices submitted by Provider for damages, repairs or correction to improper repairs are due and payable by the Motor Carrier within 30 (thirty) days from receipt of the invoice, unless the Motor Carrier disputes the charges in accordance with the Method of Dispute Resolution process in the Provider's addendum or submits a claim related to the disputed charges for binding arbitration in accordance with Section H.1. and Exhibit D of the UIIA.

**Unreported Street Turn Fee**

The Motor Carrier (MC) must receive street turn approval from ONE before the container is loaded with cargo. Street turn approval must be requested by the MC through ONE 's "Service Provider Portal" (SPP) located on <https://us.one-line.com>.

ONE reserves the right to deny any street turn request for any reason. If the MC does not submit a request through the SPP before loading the container and the failure results in manual (email/phone) intervention by ONE to process the street turn, an administrative fee of \$100 will be charged to the MC. The administrative fee may be waived if the MC attempts to submit a street turn request through the SPP before actual loading of the container but is unable to do so due to SPP error, provided the MC submits evidence to ONE that an attempt was made.

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**OOCL (USA) INC.**  
**as agents for ORIENT OVERSEAS CONTAINER LINE LIMITED and OOCL (EUROPE) LIMITED**

**1. ADDITIONAL DEFINITION OF TERMS**

The following terms in this Addendum shall mean:

- A.** Day - Any calendar day or fraction thereof, shall begin 0001 hours and end at 2400 hours of the same day.  
**B.** Use Charge - The agreed daily rate paid for Equipment.

**12. USE CHARGE - FREE TIME AND PER DIEM CHARGES**

**12.1** The following Free time shall be allowed the Motor Carrier:

- A.** Regular Equipment, Open tops, Flatracks and Chassis: Day of initial Interchange plus 5 working days, i.e., excluding days that the Provider's facility is closed. (1+5=6)  
**B.** Refrigerated/Tank Equipment: Day of initial Interchange plus 2 working days. (1+2=3)  
**C.** Trailers other than Flatbeds, all types/sizes leased for special projects: Day of initial Interchange plus 5 working days. (1+5=6)  
**D.** Additional Free Time as follows shall be allowed with Equipment, having been used by the Motor Carrier in the import trade, is used by the same Motor Carrier with the Provider's permission in the export trade, provided that the Motor Carrier informs the Provider of the export booking during the original free time period:
- (1) Regular Equipment, Open tops, Flatracks, Chassis: 5 additional working days (1+5+5=11)  
(2) Refrigerated/Tank Equipment: 3 additional calendar days. (1+3+3=7)  
(3) Trailers other than Flatbeds, all types/sizes leased for special projects: 5 additional working days.

**12.2** After the expiration of Free Time, the Motor Carrier shall be responsible for the payment to Provider of the following Use Charges:

Type of Equipment	Days	Charge Per Day
Dry Containers/Trailers with Chassis	1-4	\$135
	5+	\$180
Dry Containers without Chassis	1-4	\$105
	5+	\$150
Open Top Containers/Flatbed Trailers with Chassis	1-4	\$190
	5+	\$225
Open Top Containers/Flatbed Trailers without Chassis	1-4	\$150
	5+	\$175
Open Top High Cube Containers/Flatrack High Cube Containers with Chassis	1-4	\$190
	5+	\$225
Open Top High Cube Containers/Flatrack High Cube Containers without Chassis	1-4	\$150
	5+	\$175
Super Rack with Chassis	1-4	\$190
	5+	\$225
Super Rack without Chassis	1-4	\$150
	5+	\$175
Refrigerated/Tank Equipment with Chassis	1-3	\$280
	4+	\$405
Refrigerated/Tank Equipment without Chassis	1-3	\$250
	4+	\$375
Bare Chassis		\$50
Ro-Ro Equipment, Trailers other than flatbeds, all types/sizes, leased for special projects		\$50

**(OOCL CONTINUED)**

- 12.3** In the event that motor carrier does not settle legitimate/undisputed use charges within 30 days, Provider may offset any charges due to the Motor Carrier.

**NOTES:**

- (I) Regular equipment includes equipment of all sizes among others 20, 40, and 45 foot dry containers, high cube containers, standard flatbed trailers, etc., other than refrigerated equipment, tank equipment, open top equipment, flat rack equipment, bare chassis, and trailers leased for special projects.
- (II) Any days during which ocean carrier equipment is interchanged with a rail carrier shall be included in the calculation of free time and detention charges.
- (III) Motor Carrier interchanging equipment with a rail/barge carrier shall not be assessed a detention charge if the interchange occurred within the free time permitted above and the user provides, within two (2) days thereafter, with the requisite routing information and a copy of the Provider's or railroad's/barge's equipment interchange receipt between the user and the rail/barge carrier. Carrier may assess standard free time provisions after equipment is interchanged at the destination rail/barge ramp.

**I. FREE TIME AND USE CHARGES**

**A.** The following Free Time shall be allowed. All Saturdays, Sundays and Holidays shall be considered free time.

**1. Equipment on the West Coast of the U.S.**

- a)** Free Time for containers located in the container yard commences the day after complete discharge of the vessel plus the next 3 days.
- b)** Free Time for containers on chassis or chassis removed from container yard for unloading shall commence on the day of interchange plus the next 4 day.

**2. Equipment in Hawaii**

- a)** Free Time for containers located in the container yard commences the day after complete discharge of the vessel plus the next 2 days.
- b)** Free Time for containers on chassis or chassis removed from container yard for unloading shall commence on the day of interchange plus the next 6 days.

**B.** After the expiration of the Free Time, the Motor Carrier shall be responsible for the payment of the following storage / ocean demurrage and/or per diem charges. The charges listed below shall not be applicable to Saturdays, Sundays or holidays.

**1. Equipment on the West Coast of the U.S.**

- a)** Storage / Ocean Demurrage charges for 20 foot container shall be:
  - (1)** \$21/day (24 hours or fraction thereof) up to five days
  - (2)** \$40/day over 5 days or a fraction thereof
- b)** Storage / Ocean Demurrage charges for 40 foot container shall be:
  - (1)** \$44/day (24 hours or fraction thereof)
  - (2)** \$87 over 5 days or a fraction thereof
- c)** Per Diem charges for a chassis or a container on a chassis shall be \$40/day per unit

**2. Equipment in Hawaii**

- a)** Storage charges for 20 foot container shall be \$44/day (24 hours or fraction thereof)
- b)** Storage charges for 40 foot container shall be \$55/day (24 hours or fraction thereof)
- c)** Detention charges for a container or a container on a chassis shall be \$40/day per unit

**IV. METHOD OF DISPUTE RESOLUTION**

Motor Carrier shall advise Provider in writing of any disputed item on Provider's invoices within thirty (30) days of the receipt of such invoices. Provider will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoices or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments or undisputed charges as required by the terms of this Addendum. In the event that charges which have been verified by Provider are again rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges.

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**Paul's Transport, Inc.  
Addendum to the UIIA**

➤ **Free Time and Per Diem**

**A. Free Time**

One (1) days of interchange, holidays are excluded towards free time.

**B. Per Diem**

Type of Equipment	Free Time	Per Diem Once Free Time Expires
53 Ft. HC Dry Containers	Day of Interchange	\$ 50 - per day
53 Ft Reefer Containers	Day of Interchange	\$ 100 – per day

**A. Holidays – interruption of expiry of free time**

- New Year
- Good Friday
- Victoria Day
- Saint-Jean-Baptiste Day (Quebec only)
- Canada Day
- Civic Holiday
- Labor Day
- Canadian Thanksgiving Day
- Christmas Day

**D. Unroadworthy Equipment – suspension of free time**

Equipment would be considered unroadworthy when it is mutually agreed by both Provider and the Motor Carrier, then the free time will be suspended, unless the condition is a result of an item under Exhibit B of the UIIA.

➤ **Destination Storage**

**A. Free Time Commences**

The day of arrival and the immediately following 24 hours will be days of grace, during which time no storage charges will be assessed. Thereafter, storage charges will be assessed to the Motor Carrier.

➤ **Other Charges**

**A. Misuse/Crossover Charges**

1. If the Motor Carrier picks up empty or loaded equipment and returns the same empty or loaded equipment to any Intermodal Terminal not assigned/approved by Provider, the Motor Carrier must pay a charge of (\$300), and any late fees, transportation, storage, along with any additional cost associated. There will be no free days. All Motor Carriers will be provided access to Paul's Transport's website to check which Intermodal Terminal's are approved by the Provider. The above provision is only applicable if it was not a result of the Provider's customer instructions.

**B. Failure to File Crossover Interchange (for interchange between rails)**

1. Motor carrier will not transfer the Equipment from one rail carrier's network to another rail carrier's network without written consent of the Provider. Violation of this provision will result in an additional charge of \$1,000 per occurrence, if this results in any delay, Motor Carrier will be responsible for any storage charges. In addition, if Motor Carrier allows transfer of Equipment between two rail carriers, regardless of the location of the ramps, Motor Carrier will provide the rail interchange documents to Provider or Motor Carrier will be responsible for an additional charge of \$300 per occurrence. The above provision is only applicable if it was not a result of the Provider's customer instructions.

**C. Other**

A Motor Carrier interchanging intermodal Equipment with a rail carrier on a domestic movement shall not be assessed per diem if the Interchange with the rail carrier occurs within the free time permitted, provided, however, that requisite shipping documents and an EIR (Equipment Interchange Receipt) between the rail carrier and the Motor Carrier can be made available if requested by the Provider, if not available from the Terminal Operator.

**D. Failure to return equipment to authorized location**

If the Motor Carrier fails to return equipment back to the authorized location in accordance with Section E.1.b., then Provider will charge the Motor Carrier a misuse charge of \$xxx/unit plus any other incurred expenses including the per diem daily rate. Any additional charges incurred due to the misuse will be the responsibility of the Motor Carrier. The per diem shall continue until the Equipment is back to the original location.

**A. FREE TIME**

Free Time period shall consist of the day the equipment is interchanged plus the next two working days for O/T, Hard Tops and Flat Racks INGAUGE and day of interchange and next three working days for GP and High Cube Boxes: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

**B. CHARGES**

The Motor Carrier will be charged as per the rates mentioned below from the Provider from the Date of the pickup of the Container until the said Container is returned to the Provider:

**IMPORT DETENTION**

**For O/T, Hard Tops and Flat Racks INGAUGE**

Detention	Days Type	20feet	40feet
1 to 3 Days	W	Free	Free
Next 3 Days	C	300	300
Thereafter	C	410	410

**For GP and High Cube Boxes**

Detention	Days Type	20feet	40feet
1 to 4 Days	W	Free	Free
Next 4 Days	C	155	155
Next 4 Days	C	205	205
Thereafter	C	255	255

**Import Detention:** Import detention is charged from the same day of departure of the container (1<sup>st</sup> Day) from the port gate at destination until return of the empty container to Sarjak nominated depot. If the Sarjak nominated depot is not the original point of interchange, the Provider will direct the Motor Carrier's return to the Sarjak nominated depot in accordance with Section E.1.b of the UIIA.

**Remarks:**

- 1) Free Time calculations exclude weekends and public holidays.
- 2) Saturdays, Sundays and Public Holidays are included as number of days, after the freetime has expired.

**EXPORT DETENTION**

**For O/T, Hard Tops and Flat Racks INGAUGE**

Detention	Days Type	20feet	40feet
1 to 3 Days	W	Free	Free
Next 3 Days	C	300	300
Thereafter	C	410	410

**For GP and High Cube Boxes**

Detention	Days Type	20feet	40feet
1 to 4 Days	W	Free	Free
Next 4 Days	C	155	155
Next 4 Days	C	205	205
Thereafter	C	255	255

**Export Detention:** Export detention is charged from the same day of departure of the container (1<sup>st</sup> Day) from the Sarjak Nominated Depot at load port until drop-off of the loaded container into Port Terminal for loading on vessel.

**Remarks:**

- 1) Free Time calculations exclude weekends and public holidays.
- 2) Saturdays, Sundays and Public Holidays are included as number of days, after the free time has expired.

**D. ADDITIONAL TERMS AND CONDITIONS**

1. Lost or stolen equipment must be reported by e-mail and/or by facsimile to [luis.carranza@sebertshipping.com](mailto:luis.carranza@sebertshipping.com) and [karla.ranero@sarjak.com](mailto:karla.ranero@sarjak.com) and/or on **1(713)895-3133** respectively. Attn: Liner Equipment Dept. Luis Carranza. A police report shall be provided to the Provider as soon as the information is made available to the Motor Carrier. It is to be understood that the Motor Carrier is responsible for per diem until notification of lost, stolen or destroyed Equipment is received by Sebert Shipping, Inc. (Agent of Sarjak Container Lines Pvt. Ltd.)
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to Sebert Shipping, Inc. (Agent of Sarjak Container Lines Pvt. Ltd. )
3. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Misuse Fee of \$1,000 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions.

**(Sarjak Container – Continued)**

4. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.

**E. METHOD OF DISPUTE PROCESS**

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Agent's Liner Equipment department at 15311 Vantage Parkway West, Suite 197, Houston, TX 77032 email disputes to [luis.carranza@sebertshipping.com](mailto:luis.carranza@sebertshipping.com) and [karla.ranero@sarjak.com](mailto:karla.ranero@sarjak.com) for detention and demurrage. The Provider must respond to the Motor Carrier within thirty (30) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be documented with appropriate evidence of the Motor Carrier's disagreement with any of Provider's invoices it believes to be incorrect.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within the timeframe set forth in each state's law.

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**Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement**

**1. FREE TIME AND PER DIEM**

**Free Time**

All Containers – Day of interchange plus one calendar day includes Weekends and Holidays.

**Per Diem**

All Containers - \$45.00 per day

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**D. Free Time.**

Free Time is defined as an agreed to period of time a Motor Carrier has custody of Providers Equipment, beyond which a daily fee (Per Diem) is charged.

Free time shall commence on the day following Equipment departure by the Motor Carrier from the marine terminal, railroad or container yard used by the Provider.

Provider shall not charge Motor Carrier for Per Diem during the time period when Provider equipment is interchanged with a rail carrier if Motor Carrier can provide proof to the Provider that is reasonably acceptable of such interchange.

Provider will charge Per Diem for each calendar day or fraction thereof, including Saturday, Sunday and Government recognized legal holidays, if Equipment is not returned to the Provider within the allowed free time. For the purpose of this provision, the first "day" shall commence on the day following the date of interchange from the marine terminal, railroad or container yard used by the Provider. Free time shall expire per the schedule below at which point Per Diem charges will accrue until the Equipment has been returned to the Provider.

Except where modified by a written bilateral agreement with the Motor Carrier the following Free Time shall apply:

- i. For dry containers including but not limited to lengths of 20', 40', 43', 45' and 48': Day of the initial interchange plus four (4) working days on import shipments and the day of the initial interchange plus five (5) working days on export shipments.
- ii. For operating refrigerated or temperature-controlled containers including but not limited to lengths of 20', 40': Day of initial interchange plus two (2) working days.
- iii. For Special Equipment (open top containers, flat racks, low boy trailers, etc.): Day of the initial interchange plus two (2)
- iv. For straight chassis:
  - When the Motor Carrier requires the use of a Provider straight for a dry container, a charge of \$150 shall be applied and the Motor Carrier shall be allowed the day of initial interchange plus four (4) working days on import shipments and the day of initial interchange plus five (5) working days on export shipments for a chassis used for a dry container.
  - When the Motor Carrier requires the use of a Provider chassis for specialized equipment (flatracks, open tops, tank containers, etc.), a charge of \$150 shall be applied and the Motor Carrier shall be allowed the day of initial interchange plus two(2) working days free time for a chassis used for specialized equipment. The charge after expiration of free time is \$25 per day until the chassis is returned.
- v. For tri-axle chassis:
  - When the Motor Carrier requires the use of a Provider triaxle chassis, the charge is \$300.
  - The Motor Carrier shall be allowed the day of initial interchange plus four (4) working days free time for a chassis used for an import dry container and the day of initial interchange plus five (5) working days for a chassis used for an export dry container.
  - The Motor Carrier shall be allowed the day of initial interchange plus two (2) working days free time for a chassis used for specialized equipment (flat racks, open tops, tank containers, etc.)
  - The charge after expiration of free time is \$25 per day until the chassis is returned.
  - When the Motor Carrier requires the use of a Provider undermount chassis genset or clip-on genset used for operating refrigerated containers, the charge is \$450.
  - The Motor Carrier shall be allowed the day of initial interchange plus two (2) working days free time for a chassis used for refrigerated containers. The charge after expiration of free time is \$50 per day until the chassis is returned.
- vi. Where Equipment is used by the Motor Carrier for a two-way movement of cargo (loaded), Free Time shall be extended by two (2) working days.

In computing Free Time, the term working day shall not include Saturdays, Sundays or Government declared public holidays. The terms day shall mean the calendar period commencing at 0001 hours and terminating at 2400 hours and any fraction thereof.

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**(Seaboard Marine – continued)**

**E. Per Diem.**

Per Diem charges shall apply per piece of Equipment following the expiration of Free Time stated above. The Provider may establish Per Diem rates based on a combination of Equipment i.e. dry container with chassis where the charges cover both pieces of Equipment as identified in the table of charges below. Unless otherwise noted in the table of charges below, each piece of Equipment shall be charged separately following the expiration of free time.

The Motor Carrier shall be assessed a daily Per Diem beyond the Free Time allowance as set forth in the table below from the day of the initial interchange of the Equipment until the Equipment is safely returned to the Provider:

<b>Equipment</b>	<b>Charge</b>
Dry Containers	\$110.00 per day or fraction thereof
Refrigerated (Temperature Controlled) containers	\$250.00 per day or fraction thereof
Flatracks, Open Tops or Tank Equipment	\$250.00 per day or fraction thereof
Dry chassis	\$150.00 flat plus 25.00 per day or fraction thereof after free time expires
Tri-axle chassis	\$300.00-flat plus \$25.00 per day or fraction thereof
Power Units i.e. Clip On Power Units or Gen-Set Power Units	\$450.00 flat plus \$50.00 per day or fraction thereof

In computing Per Diem charges for Equipment after the expiration of Free Time, Saturdays, Sundays and holidays are included.

Misuse charges: Motor Carrier may be assessed a surcharge of \$250 per day or fraction thereof for unauthorized usage of Providers Equipment when it is used for activity unrelated to Providers' ocean services or an activity that has not been authorized, in writing, by the Provider.

**F. Method of Dispute Resolution.**

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to Provider's Dispute department at: [equipment@seaboardmarine.com](mailto:equipment@seaboardmarine.com) and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges.

Provider reserves the right to use a designated third-party billing vendor. Invoices received from Providers designated third party billing vendor shall be disputed directly with the third-party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to interchange any Provider Equipment until payment of outstanding amounts are received.

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## SEALEAD SHIPPING PTE LTD.

### A. FREE TIME

#### Standard/Dry Equipment

Free Time period shall consist of the day the equipment is interchanged plus the next **4 (Four )** working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight business/working day basis until the equipment is returned.

#### Refrigerated Equipment

Free Time period shall consist of the day the equipment is interchanged plus the next **2 (Two)** working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight business/working day basis until the equipment is returned.

### B. CHARGES

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below from the day of interchange from the Provider until said equipment is returned to the Provider.

#### STANDARD

LONG BEACH/LOS ANGELES		
	DETENTION	
	20'	40'
Days 1-3 (Calendar Days)	\$125	\$ 125
Days 4-8 (Calendar Days)	\$180	\$180
Days 9+ (Calendar Days)	\$220	\$220

CHARLESTON / NORFOLK / JACKSONVILLE / NEW YORK / SAVANNAH		
	DETENTION	
	20'	40'
Days 1-3 (Calendar Days)	\$175	\$ 175
Days 4-6 (Calendar Days)	\$200	\$200
Days 7+ (Calendar Days)	\$220	\$220

#### REFRIGERATED

ALL AREAS		
	DETENTION	
	20'	40'
Days 1-3 (Calendar Days)	\$400	\$ 400
Days 4-7 (Calendar Days)	\$500	\$500
Days 8+ (Calendar Days)	\$550	\$550

### E. METHOD OF DISPUTE PROCESS

1. All disputes must be submitted via email within 30 days of the Motor Carrier's receipt of the invoice to [neal.ekstrand@sea-lead.com](mailto:neal.ekstrand@sea-lead.com) and [jacqueline.jewell@sea-lead.com](mailto:jacqueline.jewell@sea-lead.com).
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.

**H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT**

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges while the Equipment is out of service, or if the Equipment is extensively damaged, per diem charges will continue until agreement is reached between Provider and the Motor Carrier, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within (90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

**6. IMPORT DETENTION FREE DAYS AND CHARGES**

**6.1 Detention Free Time**

Free time is defined based on working days. It is to include any day from Monday to Sunday when the container yard/facility is open for the interchange of empty and/or full containers. If there's a partial (or shift) closure during a day, it is considered a full working day, and free time is calculated accordingly. If a container yard/facility closes due to lack of appointment demand, that day will still be counted as a working day for containers for which a Motor Carrier had the opportunity to schedule an appointment but opted not to do so. However, if a Motor Carrier scheduled an appointment but the terminal was closed, that specific date won't be considered a working day for that container.

- A. Dry Equipment/Dry Loaded Refrigerated (Non-Operating) Equipment:  
Four (4) Working Days (excluding Saturdays, Sundays and Holidays which fall within free time period).
- B. Operating Refrigerated Equipment:  
Three (3) Working Days (excluding Saturdays, Sundays and Holidays which fall within free time period).
- C. Flat Racks and Open Top Equipment:  
Four (4) Working Days (excluding Saturdays, Sundays and Holidays which fall within the free time period)
- D. Free time for cargo moving under the terms of this Addendum shall apply to containers only and shall not apply to the chassis.

**6.2. Detention Charges**

Following the expiration of free time containers not returned to Provider's authorized facility will be assessed detention charges until returned or otherwise made available to SM Line Corporation as allowed by this Addendum.

Working days, i.e., any days on which the container yard/facility is open for the interchange of empty and/or full containers from Monday to Sunday, are used for the calculation of free time and per diem charges beyond free time.

**MERCHANT HAULAGE**

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment:  
Day 1 thru 5 \$ 150.00 per day  
Day 6 and thereafter \$190.00 per day
- B. Operating Refrigerated Equipment:  
Day 1 thru 4 \$300.00 per day  
Day 5 thereafter \$400.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$200.00 per day  
Day 5 thereafter \$300.00 per day

**CARRIER HAULAGE**

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment:  
Day 1 thru 5 \$150.00 per day  
Day 6 and thereafter \$190.00 per day
- B. Operating Refrigerated Equipment:  
Day 1 thru 4 \$315.00 per day  
Day 5 thereafter \$415.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$215.00 per day  
Day 5 thereafter \$315.00 per day

- 6.3 Motor Carrier interchanging equipment with a rail carrier for an Overland Common Point movement shall not be assessed detention provided the interchange is completed within the permitted free time accorded by this section and that routing information and rail interchanges are provided within two days of the interchange. Units moving to an OCP location shall have free time accorded in Rule 7. Units moving on an all motor basis to an OCP location shall be given 10 days from date of interchange at point of initial pick Up of equipment.
- 6.4 Retention of bare chassis is prohibited. Failure to drop the chassis or return chassis to the location from which it was received after completion of container movement will result in a daily charge of \$150.00 per day until returned from date of in gate container interchange. SM Line Corporation does not accept any liability or costs for chassis retained by truckers without express approval of SM Line Corporation.

## **7. EXPORT DETENTION FREE DAYS AND CHARGES**

### **7.1 Detention Free Time**

There is no free time for equipment not utilized as export load and returned empty at the load port. As such, export detention will be assessed.

Free time is defined based on working days. It is to include any day from Monday to Sunday when the container yard/facility is open for the interchange of empty and/or full containers. If there's a partial (or shift) closure during a day, it is considered a full working day, and free time is calculated accordingly. If a container yard/facility closes due to lack of appointment demand, that day will still be counted as a working day for containers for which a Motor Carrier had the opportunity to schedule an appointment but opted not to do so. However, if a Motor Carrier scheduled an appointment but the terminal was closed, that specific date won't be considered a working day for that container.

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment:  
Four (4) Working days (excluding Saturdays, Sundays and Holidays which fall within free time period).
- B. Operating Refrigerated Equipment:  
Three (3) Working days (excluding Saturdays, Sundays and Holidays which fall within free time period)
- C. Flat Racks and Open Top Equipment:  
Four (4) Working days (excluding Saturdays, Sundays and Holidays which fall within free time period).
- D. Free time for cargo moving under the terms of this Addendum shall apply to containers only and shall not apply to the chassis.

### **7.2 Detention Charges**

Following the expiration of free time detention charges will be assessed.

Working days, i.e., any days on which the container yard/facility is open for the interchange of empty and/or full containers from Monday to Sunday, are used for the calculation of free time and per diem charges beyond free time.

### **MERCHANT HAULAGE**

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment;  
Day 1 thru 5 \$100.00 per day  
Day 6 and thereafter \$140.00 per day
- B. Operating Refrigerated Equipment:  
Day 1 thru 4 \$235.00 per day  
Day 5 thereafter \$265.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$185.00 per day  
Day 5 thereafter \$205.00 per day

**CARRIER HAULAGE**

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment;  
Day 1 thru 5 \$130.00 per day  
Day 6 and thereafter \$170.00 per day
- B. Operating Refrigerated Equipment:  
Day 1 thru 4 \$250.00 per day  
Day 5 thereafter \$280.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$200.00 per day  
Day 5 thereafter \$220.00 per day

**8. DOMESTIC DETENTION FREE DAYS AND CHARGES**

**8.1 Detention Free Time**

Free time is the day of equipment interchange plus four working days excluding Saturdays, Sundays and Holidays which fall within free time period. Free Time for Provider's equipment shall commence on the first working day following empty equipment interchange from SM Line Corporation's authorized facility.

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment:  
Five (5) Working days (excluding Saturdays, Sundays and Holidays which fall within free time period).

**8.2 Detention Free Time Charges**

Following the expiration of free time detention charges will be assessed. Detention Charges shall apply per calendar day including Saturdays, Sundays and Holidays until equipment is loaded and made available for pick-up. Detention assessment will be as follows:

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment: \$ 45.00 per day

## I. FREE DAYS AND USE CHARGES

In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6 of the UIIA, the following Free Time shall be allowed and the following use charges assessed to Motor Carrier.

### INTERNATIONAL FREE TIME AND RATES

A. For intermodal equipment used to move export or import shipments, the following Free Time shall be allowed:

- (1) For 20, 40, 45 or 48 foot dry containers: Day of initial interchange plus 90 working days.
- (2) For 20 or 40 foot flatrack, seadeck or platform containers: Day of initial interchange plus 90 working days.
- (3) For 20 or 40 foot open top containers: Day of initial interchange plus 90 working days.
- (4) For refrigerated or tank containers: Day of initial interchange plus 90 working days.
- (5) For other equipment which may be provided like trailers, low boy trailers and equipment leased for special projects: Day of initial interchange plus 90 working days.

B. For Intermodal equipment used to move export or import shipments after the expiration of Free Time, the Motor Carrier shall be responsible for the payment of the following per diem charge:

(1) For 20, 40, 45 or 48 foot <u>dry containers</u> :	\$ 25.00 per day
(2) For 20 or 40 foot flatrack, seadeck or platform containers:	\$ 25.00 per day
(3) For 20 or 40 foot open top containers:	\$ 25.00 per day
(4) For refrigerated or tank containers:	\$ 50.00 per day
(5) For other equipment:	\$ 50.00 per day

#### NOTES:

- (i) The term day means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.
- (ii) A working day shall not include Saturdays, Sundays or holidays.

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**SWIRE SHIPPING**  
**(formerly Indotrans, Inc./Indotrans Pacific)**

**I. NOTIFICATION AND FREE TIME**

**A.** Free time on all equipment commences on the day of pick up.

1. 5 days free excluding Saturday, Sunday and Holidays.
2. Every day thereafter is per Calendar Day.

**II. PER DIEM AND TRAILER DETENTION**

A. All 20 Ft. Equipment – first 5 working days free	
Next 10 running days	USD 20 per day
Thereafter	USD 30 per day
All 40 Ft. Equipment- first 5 working days free	
Next 10 running days	USD 30 per day
Thereafter	USD 40 per day

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## **The Genset Pool LLC**

### **III. Rental Billing Calculation - Motor Carrier agrees to pay TGP a Equipment Rental/Use Charge for use of chassis and genset provided by TGP calculated as follows.**

- A.** Motor Carrier agrees to pay daily rental charges for all Equipment covered under this Agreement from their respective dates of on-hire through the later of their respective dates of off-hire
- B.** There are no free days at the beginning of the Interchange Period and all days are billable including weekends and holidays.
- C.** In the event that an ocean carrier or other third party agrees to pay TGP for certain days during the Interchange Period and TGP agrees to bill that party directly, TGP will do so. Notwithstanding the existence of any billing arrangements between TGP and ocean carriers or other third parties, Motor Carrier shall remain fully responsible for the performance of all terms and conditions of the UIIA and this Addendum.

The following procedure outlines the steps and responsibilities related to the billing for equipment usage after the container has been removed from the chassis.

- 1. Once the container is removed from the chassis the Motor Carrier is responsible to return the first business day following the container removal from the chassis.
  - 2. If the Motor Carrier has a subsequent load to move with the same ocean carrier, the Motor Carrier must notify TGP and get authorization prior to picking up the subsequent load. When this procedure is followed the ocean carrier will remain responsible for the equipment usage fees.
  - 3. If the container is removed from the chassis and the Motor Carrier does not follow the procedure outlined in Section C(2), the Motor Carrier will be billed a misuse fee of \$38.00 on the first business day following the container removal from the chassis.
  - 4. If on the second business day following the removal of the container from the chassis if the equipment has not been returned and the Motor Carrier has not followed the procedure as detailed in Section C(2) the Motor Carrier will be billed daily per diem of \$58.00 per day until the unit is returned to the TGP designated depot.
- D.** Daily Chassis underslung genset Rental/Use Charges, and any changes with their effective date to those rates will be published on gensetpool.com. TGP shall email rate changes to Motor Carrier with 30 days notice of the effective date. The rates will be applicable to all chassis Interchanged to Motor Carrier on or after the published effective date.

### **IV. Other Charges**

#### **Handling Charges/fuel Charges for genset**

- A.** Chassis Use/Rental Daily Charge: \$ 58.00
- B.** Genset Handling Fee: \$ 45.00
- C.** At the time of Interchange, the Provider will ensure that each genset leaves with its fuel tank filled to capacity. Motor Carrier shall return the genset to the Provider with fuel tank filled to capacity or reimburse the Provider cost of fuel consumed during the Interchange Period. Fuel reimbursement will be charged to the Motor Carrier at cost, including any fueling fee charged to Provider by depot.
- D.** The above charges are not applicable to the Motor Carrier if paid by the shipping line.
- E.** Rates are inclusive except where states taxes are applicable.

### **V. Invoicing and Invoice Terms**

- A.** Unless otherwise notified by Motor Carrier, TGP will send invoices by email in PDF form to the Motor Carrier has registered with IANA for UIIA Notices.
- B.** TGP will endeavor to email monthly statements to Motor Carrier for all outstanding invoices.
- C.** For invoice dispute deadline purposes, Motor Carrier's recorded date on mailed disputes or email date will be used as the receipt date.
- D.** Subject to deadlines for invoicing in the UIIA, the frequency for TGP's invoicing of Motor Carrier shall be determined by TGP and is subject to change.

**(The Genset Pool LLC – continued)**

- E.** All invoices must be paid in full within thirty (30) days of the invoice date unless charges are disputed by the Motor Carrier in accordance with the dispute resolution process set forth in the TGP addendum.
- F.** In the event Motor Carrier's payment by check or otherwise cannot be processed, any charges incurred by TGP will be invoiced back to Motor Carrier.
- G.** Motor Carrier shall be required to pay the penalty for late payment at the rate of 1.5% per month (or portion thereof) for all payments not received within 30 days of invoice date.

**VI. Method of Invoice Dispute Resolution**

- A.** The following dispute resolution process applies for all types of invoices issued by Provider or its agent.
- B.** Motor Carrier shall advise TGP in writing of any disputed items on invoices within 30 days of the receipt of TGP's invoice(s), of any disputed items on the said invoice(s). Should Motor Carrier fail to dispute an invoice within 30 days after receipt of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier immediately will be responsible for payment thereof to TGP.
- C.** TGP will respond to all claims within 30 days.

**Tote Maritime Puerto Rico LLC  
(formerly Sea Star Lines LLC)**

**IV. Use Charges**

- A.** In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6 of the UIIA, the following Free Time shall be allowed.  
For Intermodal equipment interchanged to Motor Carrier, the following Free Time shall be allowed:
- a.** For all types of equipment listed in Section IV, Paragraph "C" below, Motor Carrier shall be allowed the day of interchange plus two (2) working days.
  - b.** Upon the expiration of Free Time, the Motor Carrier will be assessed a daily use charge (per diem charge) as listed in Paragraph "C" below.
- B.** If the Equipment is damaged, except from ordinary wear and tear; is lost, stolen or destroyed or becomes a constructive total loss while in Motor Carrier's custody, Motor Carrier shall pay use charges in the amounts set out in Section IV, Paragraph C of this addendum. Use charges will be calculated from the date of interchange until;
- 1.** In the case of damaged Equipment;
    - a.** If Provider requests that Motor Carrier causes repairs to be made at Motor Carrier's expense in accordance with Section II, C.1, use charges shall continue to accrue until Equipment has been repaired to Provider's reasonable Satisfaction and subsequently returned to Provider or it's designated agent.
    - b.** If Provider requests that damaged Equipment be returned to it rather than be repaired in accordance with Section II, C.2, use charges shall continue to accrue until Equipment is returned to Provider or it's designated agent.
  - 2.** In the case of lost, stolen, or destroyed Equipment;
    - a.** Use charges shall continue to accrue until Provider receives written notice of the Equipment's loss, theft or destruction.
- C.** Daily Rate for Use Charges

**NOTE 1:** The term "day" means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.

**NOTE 2:** The term "working day" shall not include Saturdays, Sundays or holidays.

**NOTE 3:** Saturdays, Sundays and holidays are not counted in determining the amount of allowable free time. Upon expiration of free time, **all** calendar days apply in computing the use charges applicable.

**CONTAINERS**

20 foot open-top container	\$15.00
20 foot standard container	\$15.00
20 foot flatrack	\$15.00
20 foot ISO tank	\$15.00
40 foot open-top container	\$20.00
40 foot standard container	\$20.00
40 foot flatrack	\$20.00
40 foot high-cube container	\$20.00
40 foot refrigerated container	\$25.00
45 foot high-cube container	\$25.00
48 foot high-cube container	\$25.00
48 foot flatrack	\$25.00

**MISCELLANEOUS**

Portable Generator (GENSET)	\$30.00
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**V. Method of Dispute Resolution**

Motor Carrier will advise Provider in writing of any disputed items on Provider's invoices within thirty (30) days of the receipt of such invoices. Provider will respond to such disputed items within thirty (30) days of receipt of Motor Carrier's notice of dispute. Provider will either provide verification for the charges as invoiced or credit Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the terms of this Addendum. In the event that charges which have been verified by Provider are again rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges.

**EFFECTIVE:** FEBRUARY 1, 2002  
**Revised:** MARCH 27, 2016  
**Name Change:** MARCH 27, 2016

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## TURKON CONTAINER TRANSPORTATION & SHIPPING, INC.

### 1. FREE TIME AND PER DIEM CHARGES

EQUIPMENT TYPE	FREE DAYS	day 1 to day 4 after free time	day 5 to day 8	as from day 9
20'dry one container	4 working day	USD 200	USD 225	USD 250
40'dry one & high cube container	4 working day	USD 200	USD 225	USD 250
40'pallet wide & high cube pallet wide container	4 working day	USD 200	USD 225	USD 250
45'dry one container & palletwide container	4 working day	USD 200	USD 225	USD 250

EQUIPMENT TYPE	FREE DAYS	day 1 to day 3 after free time	as from day 4
20'Open top container	3 working day	USD 325	USD 425
40'Open top & high cube open tope container	3 working day	USD 325	USD 425
40'Reefer container	3 working day	USD 325	USD 425
40' flatrack container	3 working day	USD 325	USD 425

### 2. ADDITIONAL TERMS AND CONDITIONS

#### 1. Exceptions:

- A. For street turned containers, the free time of import booking will be increased by two days. If current free time is working days basis, then additional free time will be two working days, if current free time is calendar days basis, then additional free time will be two calendar days.
- B. There won't be any additional free time application for the export booking of a street turned container.
- C. In case the export booking of street turned container already has a special free time, regardless of whether it is a street turned container, the special free time will be applicable.

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Effective: August 25, 1997

Revised: June 9, 2024

IIEC REVISION: JUNE 5, 2015

IIEC REVISION: SEPTEMBER 21, 2018

UNION PACIFIC RAILROAD COMPANY

EXHIBIT 1  
TO  
UPRR'S ADDENDUM TO THE UIIA

**Equipment Free Time, Charges and Penalties for Use of Equipment**

**A. FREE TIME FOR STORAGE AND DETENTION.**

Except as set forth in Sections 1.a, 2.c and 2.d below, free time allowed for use of Equipment shall be computed as follows:

1. Storage Free Time will commence with the first 12:01 A.M. when notified prior to 5 p.m. In computing free time, Sundays and Holidays (see list below) will be excluded.

**Holidays:**

New Year's Day -	January 1 (see Note 1 below)	Thanksgiving Day -	Fourth Thursday in November
Memorial Day -	Last Monday of May	Christmas Eve -	December 24 <sup>th</sup> (See Note 1 below)
Independence Day -	July 4 <sup>th</sup> (See Note 1 below)	Christmas Day -	December 25 <sup>th</sup> (See Note 1 below)
Labor Day -	First Monday in September	New Year's Eve -	December 31 <sup>st</sup> (See Note 1 below)

**Note 1:** When this date occurs on a Sunday, the following Monday will be observed as the Holiday.

2. Detention Free Time will commence with the first 12:01 A.M. after the Equipment has been grounded off of a train. In computing free time, Saturdays will be included, but Sundays and Holidays (see list below) will be excluded. Detention time for Assigned Containers, EMP Containers and UMAX Containers will be as provided in their respective container programs.

**Holidays:**

New Year's Day -	January 1 (see Note 1 below)	Thanksgiving Day -	Fourth Thursday in November
Memorial Day -	Last Monday of May	Christmas Eve -	December 24 <sup>th</sup> (See Note 1 below)
Independence Day -	July 4 <sup>th</sup> (See Note 1 below)	Christmas Day -	December 25 <sup>th</sup> (See Note 1 below)
Labor Day -	First Monday in September	New Year's Eve -	December 31 <sup>st</sup> (See Note 1 below)

**Note 1:** When this date occurs on a Sunday, the following Monday will be observed as the Holiday.

3. Once charges occur, everyday thereafter is subject to charges including weekends and holidays.

**B. UPRR OWNED, LEASED AND/OR CONTROLLED TRAILERS & CONTAINERS. ASSIGNED CONTAINERS, EMP CONTAINERS, UMAX CONTAINERS, NEUTRAL CHASSIS POOL CHASSIS. UPRR MARKETED CONTAINERS.**

**1. STORAGE - FREE TIME AND CHARGES.**

- a. Free Time. **48 hours** free time will be allowed.
- b. Storage Charges. **\$100.00** per Day will be charged after expiration of free time up to and including the Day the Equipment is interchanged to Motor Carrier. ALL intermodal revenue shipments (loads and empties) will be charged \$150 per day after the 5<sup>th</sup> chargeable day and \$300 per day after the 10<sup>th</sup> chargeable day. These charges will be in addition to the storage charges, which had accrued prior to, and including the 5<sup>th</sup> chargeable day.
- c. Collection of Storage Charges. All assessed Storage Charges may be collected by UPRR at the UPRR intermodal facility prior to the release of the Equipment.

**2. DETENTION - FREE TIME AND CHARGES.**

- a. Free Time on Detention Applicable to Empty Equipment Interchanged to Motor Carrier and Returned **Loaded** to the Same UPRR Intermodal Facility or Authorized Rail Carrier for Rail Transit.

**72 hours** free time will be allowed for the above use made of the Equipment. Free time will commence with the first 12:01 A.M. following Interchange.

- b. Free Time on Detention Applicable to Loaded Equipment Interchanged to Motor Carrier that is returned **Empty** to UPRR at the same UPRR Intermodal Facility, Authorized Rail Carrier, or the Port Terminal or Third Party Container Yard as Designated by UPRR at time of Notification.

**72 hours** free time will be allowed for the above use made of the Equipment.

- c. Free Time on Detention Applicable to Loaded Equipment Interchanged to Motor Carrier and Returned with a **Different Load** to the Same UPRR Intermodal Facility Where Picked Up.

**120 hours** free time will be allowed for the above use made of the Equipment. In computing the free time, Sundays and Holidays will be included. This Paragraph 3 shall not apply to UPRR Marketed Containers.

(Union Pacific Continued)

- d. Free Time on Detention Applicable to Equipment Interchanged **Loaded** or **Empty** to Another Rail Carrier, **Except** for **Continuance of Same Load**.

**No free time** is allowed. If Equipment is loaded, Detention Charges will be assessed for each Day starting at time of grounding of the Equipment off of a train. If Equipment is empty, Detention Charges will be assessed for each Day starting at the time of Interchange. Saturdays, Sundays and Holidays will be considered as chargeable Days.

- e. Free Time on Detention Applicable to Equipment Interchanged **Loaded** to Another Rail Carrier for **Continuance of Same Load**.

**48 hours** free time will be allowed for the above use made of the Equipment.

In computing the free time, Saturdays, Sundays and Holidays will be excluded.

- f. Detention Charges will be **\$25** per Day for the first 5 Days after expiration of the applicable free time, and commencing on the 6th Day and every Day thereafter, a **\$50** per Day Detention charge until the Equipment is interchanged back to UPRR at the same UPRR Intermodal Facility, Authorized Rail Carrier, or the designated port terminal or steamship container yard, as the case may be. The Day that the Equipment is returned shall be deemed a chargeable Day.

**3. ADDITIONAL CHARGES AND/OR REQUIREMENTS THAT MAY APPLY - CHARGES ARE IN ADDITION TO ANY ACCRUED STORAGE AND/OR DETENTION CHARGES.**

- a. If Motor Carrier transports or interchanges any Equipment into Mexico, or any UPRR Marketed Container into Canada, without authorization from UPRR, **\$500** shall be assessed for each such non-compliant use of the Equipment. Motor Carrier shall also bear all recovery costs including, but not limited to, all transportation and transfer costs involved in having the Equipment returned to UPRR or to the Authorized Rail Carrier, port terminal or container yard as designated by UPRR.
- b. If **Empty** Equipment is returned **Empty** to any UPRR Intermodal Facility or Authorized Rail Carrier, the Motor Carrier shall pay **\$50** per Day for each Day that the Equipment was interchanged to Motor Carrier including the Day that the Equipment was returned to the same UPRR Intermodal Facility or Authorized Rail Carrier. **No free time** will be allowed. A charge of **\$100** will also be assessed for each occurrence of Motor Carrier's non-utilization of Equipment.
- c. A **\$250** charge will be assessed each time the Motor Carrier fails to furnish an Equipment Interchange Report within 5 working days from time of interchange.
- d. Cross Over Charge - A charge of **\$350** will be assessed when (i) a **Loaded** or **Empty** UPRR owned or controlled trailer is interchanged to another rail carrier (except for continuance of same load) or is returned to a different UPRR intermodal facility from which it was picked up, or (ii) a UPRR Marketed Container is interchanged to another rail carrier other than an Authorized Rail Carrier or to a steamship container yard or port terminal that has not been designated by UPRR.
  - i. Cross Over Exception - At the gateway locations of Chicago, St. Louis and Memphis, **Loaded** UPRR controlled Equipment released to a Motor Carrier will be exempt from crossover penalties and the free time described in Section B.2.b. above shall apply. For **Loaded** or **Empty** Equipment crossed over in the same city to another UPRR ramp, the crossover penalty will be waived by UPRR, with the understanding, however, that the provisions contained in Paragraph B.3.b. above relating to Motor Carrier picking up empty Equipment and returning empty Equipment shall continue to apply when a Motor Carrier does a crossover in the same city from one UPRR ramp to another UPRR ramp.
  - ii. Cross Over Seasonal Exception - On a seasonal basis, UPRR will designate individual locations as trailer surplus points and periodically waive crossover penalties on **Loaded** trailers released to Motor Carriers at such locations.
- e. A charge of **\$200** will be assessed when **Loaded** or **Empty** Equipment is interchanged to UPRR and removed from such UPRR facility prior to rail transit by UPRR. This **\$200** charge may be collected by UPRR at UPRR's intermodal facility prior to UPRR's release of such Equipment.
- f. A charge of **\$300** will be assessed for failure to return Equipment within 10 calendar days after receiving UPRR's request that the Equipment be returned.
- g. If Motor Carrier requests an extra lift, flip, or swing for the convenience of Motor Carrier, a **\$50** charge per lift, flip, or swing will be assessed to the Motor Carrier.

**C. PRIVATE EQUIPMENT (EQUIPMENT NOT OWNED, LEASED, CONTROLLED OR MARKETING BY UPRR).**

**1. STORAGE — FREE TIME AND CHARGES**

- a. Free Time. Except as set forth in Paragraph 2 below, **48 hours** free time will be allowed.
- b. Free Time — Customs Clearance. In bond shipments in containers held on railroad premises for U.S. Customs clearance will be allowed **48 hours** free time from the first 12:01 A.M. when notified prior to 5:00 p.m.
- c. Storage Charges. **\$50.00** per Day will be charged after expiration of free time up to and including the Day the Equipment is interchanged to Motor Carrier. **\$150** per day after 5<sup>th</sup> chargeable day and \$300 after 10<sup>th</sup> chargeable day.
- d. Collection of Storage Charges. All assessed Storage Charges may be collected by UPRR at the UPRR intermodal facility prior to the release of the Equipment.

**2. AN ADDITIONAL CHARGE THAT MAY APPLY TO PRIVATE EQUIPMENT**

A charge of **\$200** will be assessed when **Loaded** or **Empty Private** Equipment is interchanged to UPRR and removed from such UPRR intermodal facility prior to rail transit by UPRR.

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**EXHIBIT 4  
TO  
UPRR'S ADDENDUM TO THE UIIA**

**Special Provisions Relating to UPRR's Neutral Chassis Pool**

**1. USE OF CHASSIS TO FACILITATE MOVEMENT OF UPRR DESIGNATED EQUIPMENT.**

The Motor Carrier will use a Chassis (as defined in Paragraph 2.vi.b. of this Addendum) to facilitate the movement of UPRR owned, leased or controlled Equipment, UPRR Marketed Containers, EMP Containers, UMAX Containers or other Equipment designated by UPRR, and the Chassis and the container placed on the Chassis shall be considered as one unit. In addition, the terms, conditions and charges set forth in Exhibit 1, Sections A and B of this Addendum shall apply to Motor Carrier's use of the Chassis, except that the Motor Carrier shall not allow any cross-over of the Chassis as further provided in Paragraph 3 below.

**2. USE OF CHASSIS TO FACILITATE MOVEMENT OF PRIVATE EQUIPMENT.**

The Motor Carrier may use a Chassis to facilitate movement of Private Equipment only if it has received the prior express approval of UPRR. If such approval is granted by UPRR, the following provisions shall apply:

- (i) No free time will be allowed,
- (ii) An \$15.00 per Day per Chassis charge will be assessed for the first 7 Days and \$25.00 for every Day thereafter until the Chassis is returned to the Designated Pool Location. The Day that a Chassis is returned to the Designated Pool Location shall be considered a chargeable Day, and
- (iii) All other terms, conditions and charges set forth in the Agreement and/or the Addendum shall continue to apply.

**3. RESTRICTIONS CONCERNING USE OF THE CHASSIS AND OTHER GENERAL TERMS AND CONDITIONS.**

The Motor Carrier's participation in this Neutral Chassis Pool arrangement is also made under the express understanding between UPRR and Motor Carrier that:

- (i) The Motor Carrier is prohibited from removing any bare Chassis from any Designated Pool Location,
- (ii) The Motor Carrier is prohibited in interchanging any Chassis to another rail carrier or any other motor carrier, person or entity, except as directed by UPRR to an authorized EMP Container or UMAX Container terminal or other Authorized Rail Carrier designated and authorized by UPRR to interchange and handle Chassis and other intermodal equipment under this program,
- (iii) The Motor Carrier is required to return the empty Chassis to the same Designated Pool Location from which it picked up the Chassis, and
- (iv) The Motor Carrier is required to dray and use the Chassis and the Equipment placed thereon in accordance with the terms and conditions contained in this Addendum and the Agreement.

**4. PENALTY CHARGES THAT SHALL APPLY FOR ANY NON-COMPLIANT USE OF A CHASSIS.**

In addition to any other charges that may apply as set forth in Paragraphs 1 and 2 above, if the Motor Carrier does not comply with the terms of this Exhibit 4 and uses any Chassis under this program in a non-compliant manner, the Motor Carrier shall pay to UPRR for each non-compliant use an amount of \$500.00, plus \$50.00 per Day until the Chassis is returned to the same Designated Pool Location (with no free time of any kind allowed) and plus, if applicable, all costs incurred by UPRR in recovering the Chassis including, but not limited to, all transportation and transfer costs involved in having the Chassis returned to the Designated Pool Location. The Day that a Chassis is returned to the Designated Pool Location shall be considered a chargeable Day under the provisions of this Paragraph 4.

**EXHIBIT 5  
TO  
UPRR'S ADDENDUM TO THE UIIA**

**Special Provisions Relating to the EMP Container Program**

1. The EMP program has been implemented to facilitate the free flow of EMP Containers among UPRR and Norfolk Southern. An independent company named REZ-1 will be administering the EMP program as an agent for the two railroads. REZ-1's telephone number is (617) 928-5008.
2. REZ-1 will be billing and collecting EMP detention/demurrage charges directly from the customer that requested an EMP Container. No separate EMP detention/demurrage charges will be assessed to the Motor Carrier named in this Addendum.
3. The Motor Carrier named in this Addendum will be assessed and be responsible for all EMP ramp storage charges. The storage free time and charges described in Paragraphs A and B of Exhibit 1 to this Addendum will also apply to all EMP Containers that the Motor Carrier picks up from a UPRR ramp.
4. The EMP program stipulates that EMP Containers, whether loaded or empty, may be interchanged only to UPRR, Norfolk Southern or their respective agents at the same city where the EMP Container was interchanged to Motor Carrier. REZ-1 will provide and update a list of UPRR and Norfolk Southern terminals that will handle and accept EMP containers. For any non-compliance with this restricted use, UPRR will assess the customer requesting the EMP equipment a \$350 per occurrence penalty charge, plus \$25 per day in addition to the normal EMP detention/demurrage charges, and the customer will also be responsible in returning the EMP equipment to the ramp designated by REZ-1. However, if REZ-1 is unable to collect the above penalty charges from the customer or have the EMP equipment returned, the Motor Carrier named in this Addendum will be secondarily liable for such charges and obligations.
5. As is the case with all other UPRR owned or controlled intermodal equipment, the Motor Carrier named herein will be responsible for an EMP Container after it has been interchanged to the Motor Carrier until the Motor Carrier has returned the EMP container to an authorized EMP terminal. If, after any EMP Containers are interchanged to a Motor Carrier, the EMP Containers are destroyed, irreparably damaged, stolen or become lost, the Motor Carrier will be responsible for paying the depreciated replacement value of the EMP Container as determined in Paragraph 13 of this Addendum, except that any accrued detention charges will be assessed by REZ-1.

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**EXHIBIT 6  
TO  
UPRR'S ADDENDUM TO THE UIIA**

**Special Provisions Relating to the UMAX Container Program**

1. The UMAX Container program has been implemented to facilitate the free flow of UMAX Containers throughout the UPRR network. An independent company named REZ-1 will be administering the UMAX program as an agent for the UPRR. REZ-1's telephone number is (617) 928-5008.
2. REZ-1 will be billing and collecting UMAX detention/demurrage charges directly from the customer that requested a UMAX Container. No separate UMAX detention/demurrage charges will be assessed to the Motor Carrier named in this Addendum.
3. The Motor Carrier named in this Addendum will be assessed and be responsible for all UMAX ramp storage charges. The storage free time and charges described in Paragraphs A and B of Exhibit 1 to this Addendum will also apply to all UMAX Containers that the Motor Carrier picks up from a UPRR ramp.
4. The UMAX program stipulates that UMAX Containers, whether loaded or empty, may be interchanged only to UPRR, CSX Intermodal Terminals or their respective agents at the same city where the UMAX Container was interchanged to Motor Carrier. REZ-1 will provide and update a list of UPRR terminals that will handle and accept UMAX Containers. For any non-compliance with this restricted use, UPRR will assess the customer requesting the UMAX equipment a \$350 per occurrence penalty charge, plus \$25 per day in addition to the normal UMAX detention/demurrage charges, and the customer will also be responsible in returning the UMAX equipment to the ramp designated by REZ-1. However, if REZ-1 is unable to collect the above penalty charges from the customer or have the UMAX equipment returned, the Motor Carrier named in this Addendum will be secondarily liable for such charges and obligations.
5. As is the case with all other UPRR owned or controlled intermodal equipment, the Motor Carrier named herein will be responsible for a UMAX Container after it has been interchanged to the Motor Carrier until the Motor Carrier has returned the UMAX Container to an authorized UMAX terminal. If, after any UMAX Containers are interchanged to a Motor Carrier, the UMAX Containers are destroyed, irreparably damaged, stolen or become lost, the Motor Carrier will be responsible for paying the depreciated replacement value of the UMAX Container as determined in Paragraph 13 of this Addendum, except that any accrued detention charges will be assessed by REZ-1.

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**I. FREE DAYS AND USE CHARGES**

In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6 of the UIIA, the following Free Time shall be allowed and the following use charges assessed to Motor Carrier.

**INTERNATIONAL FREE TIME AND RATES**

- A. In Pacific Coast,** Motor Carrier shall be allowed 5 (five) working days free time including the day of pickup for dry containers and 4 (four) working days including the day of pickup for refrigerated containers. Free time excludes Saturdays, Sundays and Legal Holidays, but includes the day of return.

**In Atlantic Coast,** Motor Carrier shall be allowed 4 (four) working days free time including the day of pickup for dry containers and 3 (three) working days including the day of pickup for refrigerated containers. Free time excludes Saturdays, Sundays and Legal Holidays, but includes the day of return.

- B.** After delivery of Equipment and if such Equipment is used in connection with a double move, which is defined as inland transportation whereby the Motor Carrier transfers the mode from Full Import container to Full Export container in one single move, the Motor Carrier shall be allowed 10 (ten) working days including the day of pick up for dry containers and 8 (eight) working days including the day of pick up for refrigerated containers. Free time excludes Saturdays, Sundays and Legal Holidays, but includes the day of return.

- C.** Beginning on the day after expiration free time, the Motor Carrier shall be assessed and responsible for payment of per diem charges as set forth below, inclusive of Saturdays, Sundays and Legal Holidays.

**D. Detention Free Time and Rates****EASTBOUND DETENTION (PER DIEM CHARGE) - PACIFIC COAST**

	FREE TIME	FIRST 4 DAYS (After free days)	5 <sup>th</sup> DAY AND AFTER (After 4 days)
Dry/FR/FO 20'/40'/40'HQ/45'	5 working days including pick-up day	\$135/day/container	\$175/day/container
Reefer 20'/40'/40'HQ	4 working days including pick-up day	\$275/day/container	\$300/day/container

**EASTBOUND DETENTION (PER DIEM CHARGE) --ATLANTIC COAST**

	FREE TIME	FIRST 4 DAYS (After free days)	5 <sup>th</sup> DAY AND AFTER (After 4 days)
Dry/FR/FO 20'/40'/40'HQ/45'	4 working days including pick-up day	\$175/day/container	\$200/day/container
Reefer 20'/40'/40'HQ	3 working days including pick-up day	\$300/day/container	\$400/day/container

**WESTBOUND DETENTION (PER DIEM CHARGE) --PACIFIC COAST**

	FREE TIME	FIRST 4 DAYS (After free days)	5 <sup>th</sup> DAY AND AFTER (After 4 days)
Dry/FR/FO 20'/40'/40'HQ/45'	5 working days including pick-up day	\$135/day/container	\$175/day/container
Reefer 20'/40'/40'HQ	4 working days including pick-up day	\$275/day/container	\$300/day/container

**WESTBOUND DETENTION (PER DIEM CHARGE) --ATLANTIC COAST**

	FREE TIME	FIRST 4 DAYS (After free days)	5 <sup>th</sup> DAY AND AFTER (After 4 days)
Dry/FR/FO 20'/40'/40'HQ/45'	4 working days including pick-up day	\$150/day/container	\$175day/container
Reefer 20'/40'/40'HQ	3 working days including pick-up day	\$375/day/container	\$475/day/container

**NOTES:**

- (i) The term day means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.
- (ii) A working days shall not include Saturdays, Sundays or holidays.

**(Wan Hai Lines – continued)**

- E.** A Motor Carrier interchanging intermodal equipment with a rail carrier on a domestic movement shall not be assessed per diem if the interchange with the rail carrier occurs within the Free Time permitted, provided, however, that requisite shipping documents and an EIR between the rail carrier and the Motor Carrier can be made available if requested by Wan Hai Lines Ltd. or its Agent.

**EFFECTIVE DATE: APRIL 15, 2003**

**REVISED: JUNE 5, 2023**

**IIEC REVISION: FEBRUARY 12, 2015**

**IIEC REVISION: SEPTEMBER 21, 2018**

**XPO STACKTRAIN, LLC.**

8. FREE TIME AND EQUIPMENT PER DIEM CHARGES. Unless otherwise agreed to in writing by XPO Stacktrain, the following sets forth the free time periods available for use and per diem charges of XPO Stacktrain Equipment

53' Equipment (Big Box)

EMPTY to LOAD (day of outgate plus 1 day)	Day of Outgate	Last Free Day
	Monday	Tuesday
	Tuesday	Wednesday
	Wednesday	Thursday
	Thursday	Friday
	Friday	Saturday
	Saturday	Sunday
	Sunday	Monday

LOAD to EMPTY (day of notify)	Day of Notify	Last Free Day
	Monday	Monday
	Tuesday	Tuesday
	Wednesday	Wednesday
	Thursday	Thursday
	Friday	Friday
	Saturday	Saturday
	Sunday	Sunday

LOAD to LOAD (day of notify plus 2 days)	Day of Notify	Last Free Day
	Monday	Wednesday
	Tuesday	Thursday
	Wednesday	Friday
	Thursday	Saturday
	Friday	Sunday
	Saturday	Monday
	Sunday	Tuesday

CHARGES (day = 0001 hrs thru 2400)	Day 1 – 10	\$20 each
	Day 11 -20	\$50 each
	Day 21 +	\$100 each

LOADS	Usage begins with rail Notification. Notifications that occur on a Holiday will be effective on the following day.
-------	--

EMPTYIES	Usage begins at the time of out-gate of the empty equipment
----------	---

20'/40'/45' Equipment (Small Box)

EMPTY to LOAD (day of out-gate plus 4 days)	Day of Out-Gate	Last Free Day
	Monday	Friday
	Tuesday	Monday
	Wednesday	Tuesday
	Thursday	Wednesday
	Friday	Thursday
	Saturday	Thursday
	Sunday	Thursday

LOAD to EMPTY (day of out-gate plus 4 days)	Day of Out-Gate	Last Free Day
	Monday	Friday
	Tuesday	Monday
	Wednesday	Tuesday
	Thursday	Wednesday
	Friday	Thursday
	Saturday	Thursday
	Sunday	Thursday

LOAD to LOAD (day of out-gate plus 4 days)	Day of Out-Gate	Last Free day
	Monday	Friday
	Tuesday	Monday
	Wednesday	Tuesday
	Thursday	Wednesday
	Friday	Thursday
	Saturday	Thursday
	Sunday	Thursday

CHARGES	Free time allowed: Day of outgate plus 4 days. \$30 per day after "Free Time" expires (no escalation) Weekends and Holidays as noted below are excluded.
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**(XPO Stacktrain Continued)**

LOADS	Usage begins with rail Notification. Notifications which occur on holiday will be effective on the following day
EMPTYES	Usage begins at the time of out-gate of the empty equipment

**Effective: October 1, 1999**  
**Revised: July 16, 2017**

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#### IV. FREE TIME AND CHARGES

##### 1. Free Time and Charges

Please refer to Exhibit A of per diem free time and charges

Motor Carrier shall be granted free time as shown on the Exhibit A and the free time starts from day of interchange.

For Import shipment & Export shipment in California

After free time expires, daily per diem charge accumulates on WORKING DAY basis which excludes Saturdays, Sundays and legal Holidays and when marine terminal gate is closed, will be billed to the Motor Carrier.

For Import shipment with exception for California

After free time expires, daily per diem charge accumulates on WORKING DAY basis which excludes Saturdays, Sundays, legal Holidays and when marine terminal gate is closed, will be billed to the Motor Carrier.

For Export shipment with exception for California

After free time expires, daily per diem charge accumulates on CALENDAR DAY basis which includes Saturdays, Sundays, legal Holidays and when marine terminal gate is closed, will be billed to the Motor Carrier.

Non-operated reefer (reefer dry) is also applied to the free time/ charges as Temperature Controlled Container instead of Dry Container

2. When repairs to Equipment are to be made, pursuant to Section I of this Addendum, Motor Carrier agrees to pay Provider per diem charges as shown above, in section IV of this Addendum, while the Equipment is out of service, or if the Equipment is extensively damaged, per diem charges will continue until agreement is reached between Provider and the Motor Carrier, that the Motor Carrier pay the costs of the damage or the remaining usable life as reflected on the Equipment Provider's or Provider's books as specified in Section E.2. and E.3. of the UIIA, if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within 90 days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

##### 3. Per Diem Invoice Dispute Resolution Procedure

- a. In the event Motor Carrier disputes any per diem invoice Motor Carrier must notify Yang Ming (Singapore) Pte Ltd. in writing of its intent to dispute and delivered its notice by e-mail.
- b. Motor Carrier shall provide Yang Ming (Singapore) Pte Ltd. with written notice within thirty (30) days of receipt of Provider's invoice of the per diem invoice. Failure to provide such 30 days will result in Motor Carrier's full acceptance of the invoices.
- c. Written notice must be sent to the contact information that is listed on the invoice.
- d. On receipt of Motor Carrier's notice, provider will undertake to reconcile such disputed items will respond in writing to Motor Carrier within (30) days of receipt of Motor Carrier's notice. In no event shall any dispute constitute valid grounds for Motor Carrier to withhold or delay payment for any non-disputed charges.
- e. Collection expenses incurred by Provider in collecting past due use charges shall be invoiced to the delinquent Motor Carrier.

#### VII. CHASSIS

1. Provider shall not be UNDER ANY OBLIGATION TO provide a chassis FOR USE BY THE Motor Carrier for any and all shipments moving under CY terms. The Motor Carrier shall be responsible to secure a chassis at its expense prior to pick up of a Yang Ming(Singapore) Pte. Ltd container. The Equipment Provider shall assume no responsibility whatsoever in the event chassis are not available at pick-up location.
2. NOTWITHSTANDING ANY OF THE FOREGOING IN PARAGRAPH ONE, if under any circumstances the Provider has provided the Motor Carrier with a chassis for use with respect to a CY shipment, the Motor Carrier agrees to use such chassis in accordance with the terms of this Agreement. The Motor Carrier further agrees to pay the Provider a usage charge of \$40 per and the calculation of charge set out in "Section IV. Free Time and Charges, Item 1" shall apply.
3. For shipments moving under DOOR terms, the Provider will provide the Motor Carrier with the use of a chassis IN ACCORDANCE WITH THE BELOW.

##### CONTAINER TYPE

-----  
Standard Dry Container  
Flat rack / Open top

##### FREE TIME (commencing on the day the container is picked up)

-----  
4 working days  
3 working days

-more-



**(Yang Ming (Yang Ming (America) Corp – continued)**

AFTER THE EXPIRATION OF THE FREE TIME, the Motor Carrier shall pay the Provider a PER DIEM charge FOR CHASSIS USAGE in the amount of \$40 and the calculation of charge set out in Section "IV Free Time and Charges, Item 1" shall apply FOR EACH CALENDAR DAY A CHASSIS IS NOT RETURNED TO THE CARRIER. ANY FREE TIME PROVIDED HEREIN NOT USED SHALL BE FORFEITED, AND SHALL NOT BE TRANSFERRED OR ACCUMULATED OTHERWISE.

**4. Temperature-controlled containers**

Provider will provide chassis with no charge to the Motor Carrier, but if Motor Carrier uses his own chassis, Provider will not reimburse the chassis usage charge.

**5. Retention of a bare genset chassis by a trucker subsequent to a YM container move is prohibited. Failure to return bare genset chassis to the facility from which it was originally interchanged upon completion of a container move will result in a daily use charge of \$350.00 from date of in-gate container interchange.**

Retention of a Yang Ming (Singapore) Pte Ltd. provisioned bare chassis (either owned by Yang Ming (Singapore) Pte Ltd., leased by Yang Ming (Singapore) Pte. Ltd. or available to Yang Ming (Singapore) Pte. Ltd. under a pool agreement) by the Motor Carrier subsequent to a Yang Ming (Singapore) Pte. Ltd. container move is prohibited. Failure to drop the chassis or return chassis to the location from which it was received or mutually agreed, in accordance with Section E.1. of the UIIA, after completion of container movement will result in a one-time penalty charge of \$150.00. Yang Ming (Singapore) Pte. Ltd. does not accept any liability or costs for chassis retained by truckers without express approval of Yang Ming (Singapore) Pte. Ltd.

**VIII. OTHER CHARGES**

1. In the event Motor Carrier redelivers equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said equipment to its point of origin, or other location that is no further away than the original delivery location.
2. The Motor Carrier shall return to the Provider equipment, including containers, that are owned or leased by the Provider. In the event that there is evidence that the Motor Carrier was provided the proper equipment return instructions in a timely manner and the Motor Carrier returns to the Provider containers that are not specified on the Delivery Order, the Motor Carrier shall pay to the Provider a misuse fee in the amount of \$1,200 per container.
3. Where the Equipment consists of a dry container (not reefer) which the Motor Carrier has taken possession of and if such dry container is used in connection with a Double Move (defined as inland transportation whereby Motor Carrier transfers the mode from full import container to full export container in one single move) the Motor Carrier must notify and receive prior approval from Provider via e-mail that Motor Carrier may use the container for export. At the time of approval Motor Carrier must provide the assigned export booking number. Upon Provider's approval, the start date for export use will begin and Motor Carrier will be allowed four additional business days free time, excluding Saturday, Sunday and legal holidays and when marine terminal gate is closed, but including return day. After the Free Time is used, Motor Carrier is responsible for paying use charges, as described in EXHIBIT A.

**EXHIBIT A**

**PER DIEM FREE TIME AND CHARGES FOR CONTAINER**

**Import Containers**

**Detention on Equipment for ALL services, including but not limited to, Trans-Pacific, Trans-Atlantic, & South America:**

Container Type	Free Time	Detention Per Day
Dry Container	4 working days	1 <sup>st</sup> to 5 <sup>th</sup> day @ \$170.00
		6 <sup>th</sup> to 10 <sup>th</sup> day @ \$195.00
		11 <sup>th</sup> day and after @ \$230.00
Flat Rack/Open Top	3 working days	1 <sup>st</sup> to 5 <sup>th</sup> day @ \$230.00
		6 <sup>th</sup> to 10 <sup>th</sup> day @ \$280.00
		11 <sup>th</sup> day and after @ \$350.00
Temperature Controlled Container	3 working days	@\$400.00
Gensets (after reefer container is returned)		@\$350.00

**Export Containers**

**Detention on Equipment for ALL services, including but not limited to, Trans-Pacific, Trans-Atlantic, & South America:**

Container Type	Free Time	Detention Per Day
Dry Container	4 working days	@ \$170.00
Flat Rack/Open Top	3 working days	@ \$230.00
Temperature Controlled Container	3 working days	@ \$400.00
Gensets (after reefer container is returned)		@ \$350.00

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**7. USE CHARGES AND FREE TIME:****TABLE OF CHARGES**

Type of Equipment	Charges Per Calendar Day after Expiration of Free Time		
Export Dry van Container with or without chassis	Day 1- Day 4 - \$150	Day 5 – Day 8 - \$200	Day 9 and above \$220
Export High Cube Container with or without chassis	Day 1- Day 4 - \$150	Day 5 – Day 8 - \$200	Day 9 and above \$220
Import Dry Van Container with or without chassis	Day 1-Day 4 - \$160	Day 5 – Day 8 - \$210	Day 9 and above \$230
Import High Cube Container with or without chassis	Day 1-Day 4 - \$160	Day 5 – Day 8 - \$210	Day 9 and above \$230
Special Equipment (viz)			
Hanger Containers with or without chassis	Day 1- Day 4 - \$260.00	Day 5 and above - \$350	
Tank Containers with or without chassis	Day 1- Day 4 - \$260.00	Day 5 and above - \$350	
Open Top Containers with or without chassis	Day 1- Day 4 - \$260.00	Day 5 and above - \$350	
Flat Rack with or without chassis	Day 1- Day 4 - \$260.00	Day 5 and above - \$350	
Reefer Container with or without chassis	Day 1- Day 3 - \$350.00	Day 4 and above - \$440	
Bare Chassis (See Note 2 Below)	\$55.00		
Street Turn	\$40.00		

**1A. APPLICABLE TO US EXPORT CARGO: DRY VANS/HIGH CUBES**

The agreed period on which charges are to be paid shall begin at 12 midnight of the FOURTH day after the Container is delivered to lessee and end at 12 midnight on the day the Container is returned to Lessor. (Day of interchange-free; second day-free; third day-free; fourth day-free; fifth day-charges apply). Except as otherwise provided in the applicable ocean tariff rule (last revised December 11, 2017). If the initial four (4) day free time should include a Saturday or Sunday, then the initial Saturday or Sunday shall not be counted when computing Free Time.

**1B. APPLICABLE TO US IMPORT CARGO: DRY VANS/HIGH CUBES**

The agreed period on which charges are to be paid shall begin at 12 midnight of the FOURTH day after the Container is delivered to lessee and end at 12 midnight on the day the Container is returned to the lessor. (Day of interchange-free; second day-free; third day-free; fourth day-free; fifth day charges apply). Except as otherwise provided in the applicable ocean tariff rule (last revised December 11, 2017).

If the initial four (4) days free time should include a Saturday or Sunday, then the initial Saturday or Sunday shall not be counted when computing free time.

**1C. APPLICABLE TO US EXPORT AND US IMPORT CARGO: SPECIAL EQUIPMENT INCLUDING REEFERS, FLATRACKS, OPEN TOPS, TANKS**

The agreed period on which charges are to be paid shall begin at 12 midnight of the THIRD day after the Container is delivered to lessee and end at 12 midnight on the day the container is returned to the lessor. (Day of interchange free; second day-free; third day-free; fourth day charges apply). Except as otherwise provided in the applicable ocean tariff rule [last revised December 11, 2017]. If the initial three days free time should include a Saturday or Sunday, then the initial Saturday or Sunday shall not be counted when computing free time.

Note – Zim provided bare or pool chassis: Retention of Zim chassis and/or pool chassis that are provided on Zim's behalf is prohibited. Failure to return chassis to location, from which it was received, after completion of container movement, will result in a daily use charge of 55 dollars until returned; from date of in-gate container interchange. Zim does not accept any liability or cost for chassis retention by trucker after completion of container movement without written approval from ZIM Lines.

**1D. Reassignment/Transfer of Equipment to New Booking ("Street Turn")**

When a Motor Carrier has possession of ZIM equipment and desires to employ that equipment in a second booking (i.e., deliver cargoes on a Full Import booking and then use that same equipment for loading cargoes on a Full Export booking), the Motor Carrier must first obtain authorization / approval from ZIM through its designated agent Avantida N.V. via Avantida's platform at <https://portal.avantida.com>. In tendering such a request, the Motor Carrier must provide ZIM with relevant Export booking number. ZIM's approval of such reassignment ("Street Turn") shall serve as the termination of Import Per Diem calculation and start Export Per Diem calculation as per Paragraph 7, Section 1A. Approval of the reassignment/transfer of equipment shall incur a use charge as delineated in the Table of Charges, above. In the event that a Motor Carrier performs a Street Turn without approval from ZIM, an administrative fee in the amount of \$300 shall be charged to the Motor Carrier.

### West Coast Ports

Activity at West Coast ports in California, Oregon, and Washington will be excluded from the Street Turn charge shown in the Table of Charges above. However, if ZIM equipment is Street Turned without ZIM authorization and approval, the Motor Carrier will be subject to the \$300 administrative fee.

**Note 1:** Except that Holidays shall not be counted when computing Free Time. The Container must be returned to the Terminal from which it was removed unless otherwise directed by Ocean Carrier in accordance with Section E.1. of the UIIA.

**Note 2:** If container or chassis is not returned with the free time provided herein, Motor Carrier must give immediate written notification, via e-mail to [zimperdiem@us.zim.com](mailto:zimperdiem@us.zim.com) or by fax (866)256-2616

## 8. DISPUTE RESOLUTION:

"Should Motor Carrier have a dispute or challenge to charges invoiced, it shall file a Dispute via ZIM's Dispute portal at <https://www.zim.com/tools/detention-demurrage-and-freight-disputes> identifying the Invoices / charges disputed and providing documents, information and a narrative description of the grounds for dispute (as identified in the relevant portal web-page). Disputes must be filed within thirty (30) days of receipt of the relevant Invoice. ZIM will undertake to reconcile disputes within thirty (30) days of receipt of a fully documented dispute via the Disputes portal and provide written notice of action taken (i.e., sustaining the dispute and issuing a credit to the Motor Carrier's account or denial of the Dispute and confirmation of the original charges).

Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. Invoices received from Zim's designated third party billing vendors shall be disputed directly with the third party vendor.

All payments to Zim will be made by wire or ACH. Zim will not accept payments by check. In the case where a Motor Carrier's interchange privileges have been suspended, ZIM will accept a copy of the ACH transmittal as confirmation to reinstate the Motor Carrier's account.

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Effective: February 1, 2005

Name Change: July 2, 2014

Revised: June 2, 2025

IIEC Requested Revision: June 9, 2014

IIEC Revision: JUNE 5, 2015

