

DETENTION/DEMURRAGE/STORAGE IN THE DOMINICAN REPUBLIC

A. GENERAL PROVISIONS:

1. Consignor/Consignee or otherwise designated inland carrier must have an executed Equipment Interchange Agreement with Carrier and proof of existing insurance prior to removing Trailers from Carrier's Terminal in the Dominican Republic.
2. Trailers may not be removed from Carrier's Terminal unless receipt therefore is signed by the Consignor/Consignee or their designated inland carrier. Such receipt shall create a contract of bailment which is separate from and in addition to the Bill of Lading. Person signing the receipt warrants Carrier that he has authority to sign for himself or as agent.
3. Carrier will release Trailer(s) to the designated inland carrier. Carrier will bill the Consignor/Consignee/Load in the Dominican Republic for all Demurrage Charges, unless specific written instructions are received from the Consignor/Consignee to the contrary. This exception does not release the Consignor/Consignee from responsibility under the contract terms and conditions of the Bill of Lading and this Tariff.
4. On southbound shipments, if Consignee is not the "Bill-to" party on the Bill of Lading, the terms of the Consignee's contract will supersede the terms of this tariff item.
5. On northbound shipments, if Consignor is not the "Bill-to" party on the Bill of Lading, the terms of the Consignor's contract will supersede the terms of this tariff item.

B. COMPUTATION OF TIME - Free Time will commence as follows:

1. Inbound loads - First 8:00 am following complete discharge of vessel or arrival of Trailer(s) at destination Terminal.
2. Outbound loads - First 8:00 am following removal of Trailer(s) from Carrier's premises.

Should the day following completion of the Vessel's discharge be a Saturday, Sunday or a Holiday, the Free Time will commence at 8:00 am on the next succeeding business day.

C. FREE TIME ALLOWED AT THE DOMINICAN REPUBLIC.

1. Inbound or outbound Trailers will be allowed a Free Time period as follows: All Units will have fourteen (14) Calendar Days (Saturdays, Sundays and Holidays included).
2. Goods not moving in Trailers (NIT), including Vehicles or Shipper Owned or Leased Equipment (SOL) will be allowed fourteen (14) Calendar Days Free Time (Saturdays, Sundays and Holidays included).
3. Whenever the same Trailer is unloaded and reloaded, each transaction will be treated as independent of each other.

D. Demurrage/Storage Charges at the Dominican Republic (Notes 1 and 2) - Upon expiration of Free Time the following Demurrage/Storage Charges, per twenty-four (24) hours or fraction thereof, including Saturdays, Sundays and Holidays, will be assessed until Trailer is returned to Carrier's Terminal or Goods not in trailer/vehicles are removed from Carrier's Terminal.

Goods in Trailer, (per trailer) (Including Saturdays, Sundays and Holidays)	\$29.00 per day
Goods Not in Trailer NIT, SOL, Vehicle more than 900 CFT, (per unit) (Including Saturdays, Sundays and Holidays)	\$20.00 per day
Vehicles, self-propelled not exceeding 900 CFT (per unit) (Including Saturdays, Sundays and Holidays)	\$10.00 per day
Vehicles, New, self-propelled not exceeding 1350 CFT, (per unit) (Including Saturdays, Sundays and Holidays)	\$10.00 per day

NOTE 1: Whenever Goods remain undelivered, through no fault of the Carrier, after expiration of Free Time, Carrier may place the Goods/Vehicles in a public storage warehouse at the expense of the Consignor/Consignee.

NOTE 2: If delay caused by Carrier is the result of Carrier exercising its right to, a) inspect contents of Trailers for proper commodity description, b) weigh trailer to verify compliance with Federal, State or Municipal maximum gross weight on axle weight restriction, c) verify that Goods are in a safe condition or are stowed properly in the Trailer; and everything is found to be in compliance or in order, Free Time will be extended and/or waivers on refunds of Demurrage/Storage Charges will be granted.