

DETENTION - VEHICLES WITH POWER UNITS IN US & CANADA

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Part 1. GENERAL PROVISIONS

- A. This Item applies only when vehicle is delayed or detained at the place of pickup or delivery, and only when such delay or detention is attributable to Consignor, Consignee or others designated by them.
- B. Free Time for each vehicle will be as provided in Part 3 of this Item.
- C. After the expiration of Free Time, charges provided in Part 4 of this Item will be assessed.

Part 2. COMPUTATION OF TIME

- A. The time per vehicle shall begin upon notification by the driver to the responsible representative of the Consignor or Consignee or others designated by them, at the place of pickup or delivery, of the arrival of the vehicle for pickup or delivery, either on the premises designated by the Consignor or Consignee, or as close thereto as conditions on said premises will permit, and shall end upon completion of pickup or delivery, and receipt by the driver of a signed Bill of Lading or receipt for delivery. When a trailer must be returned to the pickup origin to be reworked, detention will commence at the time the trailer is returned to the pickup origin.
- B. Computation of time is to be made within the normal business hours at the designated premises of pickup or delivery. When loading or unloading is not completed by 5:00 pm, time will resume at 8:00 am of the next business day.

Part 3. FREE TIME - Free time shall be four (4) hours. Free Time per stop-off shall be four (4) hours per stop. When designated premises operate outside business hours on business days, computation of time shall begin and end as in Paragraph A of this part.

Part 4. CHARGES - A charge of \$25.00 will be assessed for each thirty (30) minutes or fraction thereof that the vehicle is delayed beyond the Free Time. Rules for determining Free Time will be as per the "Bill To" contract.

Part 5. If Consignor or Consignee or Other(s) designated by them, notifies the Driver at the place of pick-up or delivery that the pick-up or delivery can not be completed within the Free Time allowed, the Carrier, at it's option, may decide to drop the trailer/container on chassis at the premises of Consignor, Consignee or Other(s) designated by them and return to these premises upon notification by Consignor, Consignee or Other(s) designated by them that the Trailer/Container on Chassis is ready for pick-up or delivery.

In the situation described above, no detention will accrue, but the Consignor, Consignee or Other(s) designated by them will be charged and will be responsible for the drayage/inland cost incurred by the Carrier to return to the place of pick-up or delivery.

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After seven and one-half (7.5) hours, there will be a charge of \$600.00 for each additional twenty-four (24) hours or portion thereof, unless prior arrangements have been made and agreed upon.

DEMURRAGE OR STORAGE IN U.S. AND CANADA

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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.

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 At for all Demurrage Charges, as per the Bill-To contract, unless specific 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.

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.

C. FREE TIME ALLOWED U.S.

1. Inbound or outbound Trailers will be allowed a Free Time period as follows: All Units will have ten (10) 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 ten (10) 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 (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.

E. When Consignor, Consignee or "Bill To" party instructs, in writing, the Carrier not to load Goods on board the first available vessel to San Juan, Puerto Rico, for a Southbound shipment, Goods will be charged a Storage Charge.

F. When Consignor, Consignee or "Bill To" party instructs, in writing, the Carrier not to deliver Goods to its final destination on a Northbound shipment from San Juan, Puerto Rico on the delivery date originally scheduled by the Carrier, Goods will be charged a Storage Charge.

When Consignor, Consignee or "Bill To" party fails to pickup or remove Trailer from Carrier's Terminal facilities within 7 calendar days or when goods not moving in Trailers (NIT), including Vehicles or Shipper Owned or Leased Equipment (SOL) are not picked up from Carrier's Terminal, within seven (7) Calendar Days Free Time, Storage Charges will be assessed.

G. Southbound Shipment to Puerto Rico:

1. The first day of Storage will commence at 8:00am on the day after the vessel sails without the Goods from U.S. Ports.

2. The last day of Storage Charges will be the day before the vessel sails with the Goods from U.S. Ports.

H. Northbound Shipments from Puerto Rico:

1. When Consignor, Consignee or "Bill To" party instructs the Carrier not to deliver the trailer to its final destination, within ten (10) calendar days from completion of vessel discharge or when goods not moving in Trailers (NIT), including Vehicles or Shipper Owned or Leased Equipment (SOL) are not picked up from Carrier's Terminal, within ten (10) Calendar Days Free Time, Storage Charges will be assessed.

2. The last day of Storage Charges will be the day prior to actual delivery of the Goods to final destination.

I. DEMURRAGE OR STORAGE CHARGES

Goods in Trailer, (per trailer/container) \$25.00 per day
(Including Saturdays, Sundays and Holidays)

Goods Not in Trailer NIT, SOL, Vehicle more than 900 cuft, \$25.00 per day
(Including Saturdays, Sundays and Holidays)

Vehicles, self-propelled not exceeding 900 cuft, (per unit) \$10.00 per day
(Including Saturdays, Sundays and Holidays)

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.