

# 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:**

[APL Co. Pte Ltd](#)  
[ACL/Grimaldi Group/Inarme](#)  
[Bermuda Container Line Limited](#)  
[Canadian Pacific-US \(SOO Line & D&H\)](#)  
[China Shipping Container Line](#)  
[CMA/CGM America, Inc.](#)  
[COFC Logistics LLC](#)  
[Compania Chilena De Navegacion Interoceanica \(CCNI\)](#)  
[Compania Sud-Americana De Vapores \(CSAV/Libra Uruguay/NorAsia/Libra\)](#)  
[COSCO North America, Inc./COSCO Container Lines Co., Ltd/ China Ocean Shipping Company America, Inc.](#)  
[Eimskip USA, Inc.](#)  
[Evergreen Shipping Agency \(America\) Corporation](#)  
[Galborg Pte Ltd \(trading as GAL\)](#)  
[Hamburg Sud North America, Inc. \(formerly HSAC Logistics, Inc.\)](#)  
[Hanjin Shipping Co., Ltd.](#)  
[Hapag-Lloyd \(America\) Inc.](#)  
[Horizon Lines, LLC](#)  
[Horizon Lines of Alaska, LLC](#)  
[Hyundai Merchant Marine, Inc.](#)  
[Iowa Interstate Railroad](#)  
[K- Line America, Inc. - Kawasaki Kisen Kaisha](#)  
[Maersk Agency U.S.A., Inc. \(dba Maersk Line/Maersk Domestic\)](#)  
[Matson Navigation Company](#)  
[Mediterranean Shipping Company](#)  
[MOL America, Inc.](#)  
[National Shipping of America LLC](#)  
[Nippon Yusen Kaisha \(NYK Line North America\)](#)  
[Nordana Line](#)  
[OOCL \(USA\) Inc.](#)  
[Pacer Int'l, Inc. \(Pacer Stacktrain\)](#)  
[Pacific International Lines \(Private\) Limited](#)  
[Pasha Hawaii Transport Lines LLC](#)  
[Sea Star Line, LLC](#)  
[Seaboard Marine Ltd.](#)  
[Somers Isles Shipping Ltd.](#)  
[Swire Shipping \(formerly Indotrans, Inc/Indotrans Pacific\)](#)  
[TransAtlantic Lines LLC](#)  
[Turkon Container Transportation & Shipping, Inc.](#)  
[United Arab Shipping Company](#)  
[US Lines LLC](#)  
[Wan Hai Lines Ltd.](#)  
[Yangming Marine Transport Corp.](#)  
[Zim American Integrated Shipping Services Co, Inc/](#)

[Zim Integrated Shipping Services Ltd.](#)

### **RAILROAD COMPANIES:**

[Burlington Northern Santa Fe](#)  
[Canadian National/Illinois Central Railroad](#)  
[Kansas City Southern Railway Company](#)  
[Norfolk Southern Corp.](#)  
[Union Pacific Railroad Company](#)

### **OTHER:**

[USA Truck, Inc.](#)

### **CHASSIS MANAGEMENT COMPANIES:**

[Bridge Chassis Supply LLC](#)  
[CNS Equipment, Inc.](#)  
[North American Chassis Pool Cooperative LLC](#)

# APL LIMITED

## 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 five (5) working days
- (2) For 20, 40, 45 or 48 foot chassis. Day of initial interchange plus five (5) working days.
- (3) For 20 or 40 foot open top containers: Day of initial interchange plus five (5) working days.
- (4) For refrigerated or tank containers: Day of initial interchange plus three (3) 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 five (5) working days.

B. **Per Diem Charges.** For 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.	20, 40, 45, 48 or 53 foot containers (excluding those listed below):		\$85.00 per day
2.	20 or 40 foot flat-rack, sea-deck or platform containers:		\$85.00 per day
3.	20 or 40 foot open top containers:		\$85.00 per day
4.	Refrigerated or tank containers:		\$150.00 per day
5.	All other Equipment which may be provided such as trailers, low boy trailers and Equipment leased for special projects:		\$100.00 per day

### NOTES:

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

C. 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 APL Limited.

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EFFECTIVE: MAY 1, 1998

REVISION EFFECTIVE: JANUARY 14, 2013

## ACL/GRIMALDI GROUP/INARME

### 1. Free Days

- A. Standard containers, flatracks, open top containers without chassis

Imports – day of interchange plus 6 calendar days  
Exports – day of interchange plus 20 calendar days

- B. Refrigerated containers  
Import or export: day of interchange plus 3 calendar days

- C. Trailers, low boys, flatbeds, or other special project equipment  
Import or Export: day of interchange plus 4 calendar days

### 2. Per Diem Charges:

A. Standard containers without chassis equipment	\$ 75.00 per day
B. Flatracks & open top containers without chassis equipment	\$ 100.00 per day
C. Refrigerated or tank containers without chassis equipment	\$ 125.00 per day
D. Trailers, low boys, flatbeds or other special equipment	\$ 125.00 per day

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# 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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## BRIDGE CHASSIS SUPPLY LLC (BCS)

**III. Rental Billing Calculation** - Motor Carrier agrees to pay BCS a Chassis Rental/Use Charge for use of chassis provided by BCS calculated as follows unless superseded by a separate bilateral agreement:

- A. Each calendar day or fraction thereof during the Interchange Period.
- B. There are no free days at the beginning of the Interchange Period and all days are billable including weekends and holidays.
- C. Upon mutual consent of BCS and Motor Carrier, in the event that the an ocean carrier or other third party agrees to pay BCS for certain days during the Interchange Period and BCS agrees to bill that party directly, BCS will do so. Notwithstanding the existence of any billing arrangements between BCS 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.
- D. Daily Chassis Rental/Use Charges and any changes with their effective date to those rates will be published on BridgeChassisSupply.com. BCS 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 Carrier on or after the published effective date.
- 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 BCS or its agents.

## IV. Invoicing and Invoice Terms

- A. Unless otherwise notified by Motor Carrier, BCS will send invoices to either the email address or physical address Motor Carrier has registered with IANA for UIIA Notices.
- B. Where proof of BCS'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, BCS's system recorded invoice created date shall be used.
- C. BCS will endeavor to email monthly statements to Motor Carrier for all outstanding invoices.
- D. For invoice dispute deadline purposes, Motor Carrier's recorded date on mailed invoices or email date will be used as the receipt date. If Motor Carrier reports to have not received the invoice then the first statement date listing the invoice in dispute after the invoice created date shall be used.
- E. Subject to deadlines for invoicing in the UIIA, the frequency for BCS's invoicing of Motor Carrier shall be determined by BCS and is subject to change.
- F. All invoices must be paid in full within thirty (30) days of the invoice date.
- G. In the event Motor Carrier's payment by check or otherwise cannot be processed, any charges incurred by BCS will be invoiced back to Motor Carrier.
- H. 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.

## V. 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 BCS in writing of any disputed items on invoices within 30 days of the receipt of BCS's invoice(s), of any disputed items on 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 BCS.
- C. Disputes must include:
  - a. Motor Carrier's name, address, telephone number and email address.
  - b. A copy of BCS's invoice with all supports
  - c. A detail explanation of the dispute
  - d. Documents ( i.e. gate receipts) to support the dispute
  - e. A reasonable recommendation for a remedy

**(BRIDGE CHASSIS SUPPLY LLC CONTINUED)**

- D. Motor Carrier shall provide disputes in writing to the party listed on the invoice as well as one of the following email addresses depending on the type of dispute:
- a. Per Diem Billing : CYPEDIEM@US.Kline.Com
  - b. M&R/Lost/Stolen Billing: MECClaims@MEC-USA.Com
  - c. Violation/Toll & Other Billing: RICLNEQ@US.Kline.com
  - d. Other Types of Invoices: RICLNEQ@US.Kline.com
- E. BCS will endeavor to respond to all claims within 30 days. Except for invoice types addressed under different terms in the UIIA, BCS does not forfeit its right to collect on invoices if it doesn't respond within the established guidelines.

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## Burlington Northern Santa Fe

### I. NOTIFICATION AND FREE TIME

- A. Free Time Commences  
See III. DESTINATION STORAGE, A. Free Time Commences.
- B. Amount of Free Time  
See III, DESTINATION STORAGE, B. Amount of Free Time
- C. Weekends  
Weekends are not considered free
- D. Holidays  
Holidays are not considered free
- E. Unroadworthy Equipment  
Equipment is considered roadworthy when the Motor Carrier has executed the standard Interchange Receipt and Inspection Report. In the event Motor Carrier and BNSF have signed a Checkpoint Bypass Letter of Agreement, a BNSF Express Lane Pass will be executed in lieu of an Interchange Receipt and Inspection Report. The parties shall be bound by the Terms and Conditions of the Interchange Receipt and Inspection Report, as well as the notations made, or the Checkpoint Bypass Letter of Agreement.
- F. Interchange of Equipment  
BNSF and Motor Carrier may be subscribers to the TOFC/COFC Interchange Rules adopted by the Association of American Railroads during part or all of the period this Addendum is in effect. In that event, where provisions in this Addendum conflict with any of the said Interchange Rules, the provisions of this Addendum shall prevail over such Interchange Rules and shall govern the relationship of the parties to this Addendum.

Motor Carrier shall be responsible for the safe and timely return of trailers to BNSF or until delivered to another rail carrier as specified in this Addendum, ordinary wear and tear excepted. Motor Carrier agrees not to interchange trailers obtained from BNSF with third parties, other than rail carriers.

Motor Carrier shall not interchange trailers, either loaded or empty, to another rail carrier when removed from a restricted terminal shown in Exhibit A to this Addendum. If this occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Motor Carrier shall be responsible for the safe and timely return of containers and/or chassis to BNSF origin terminal and shall not interchange containers and/or chassis to another rail carrier or third party not authorized by BNSF. If this occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum. BNSF "ISO" international steamship containers are controlled by BNSF. At origin, empty container and/or chassis removed from BNSF are to be returned loaded to the same terminal as removed empty. At destination, loaded containers and/or chassis are to be returned empty to the same terminal as removed loaded. They may not be interchanged to another rail carrier or third party not authorized by BNSF. If this occurs Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Motor Carrier agrees to pay all applicable transportation costs associated with the return of containers and/or chassis to BNSF origin terminal and all applicable use charges which will be assessed until return or container and/or chassis to BNSF, receipt of other rail carrier's interchange receipt by BNSF, or depreciated value is realized.

Motor Carrier shall be responsible to BNSF for the performance of this Addendum by itself and by all persons into whose possession the equipment may go until its proper return to BNSF.

Motor Carrier shall accept responsibility for all owner operators and their leased power units as if they were Motor Carrier's own employees and vehicles. Tractors must be licensed and display permanently attached logos on both sides.

Equipment obtained from BNSF by Motor Carrier will be governed by the terms and conditions of this Addendum. Use charges will be assessed in accordance with this Addendum and Motor Carrier will be held solely responsible for payment.

BNSF is a participant in the North American Container System (NACS) program. The use of NACS equipment and charges shall be subject to the terms of the NACS Agreement. This agreement allows specially marked containers to move among participating railroads. Detention charges covering NACS containers will be billed directly to the customer requesting the NACS container. To participate in the NACS program, the shipper must sign the NACS Agreement. To obtain NACS equipment from a BNSF intermodal hub, the draymen must have a valid BNSF Addendum to the UII Agreement. Specific guidelines covering the NACS program are located in Item 37 of the BNSF Intermodal Rules and Policies Guide.

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(BURLINGTON NORTHERN CONT'D)

II. ORIGIN STORAGE

- A. Free Time Commences  
None
- B. Amount of Free Time  
None
- C. Charges Per 24-hour Period  
Motor Carriers are not liable for origin storage to the BNSF under this Addendum. As a matter of information only, BNSF has the following procedures regarding origin storage. At origin, the shipper is the party whom BNSF will notify on improper or incomplete shipping instructions. The shipper will be responsible for payment of all storage charges. Shipper shall pay BNSF storage charges at origin for each unit of equipment from the in-gate interchange including Saturdays, Sundays and holidays. Storage charges are \$150 per day at Group I and Group II facilities or \$100 per day at Group III facilities per vehicle for each full or fraction of a day, including Saturdays, Sundays, and holidays.

III. DESTINATION STORAGE

- A. Free Time Commences  
Upon notification.
- B. Amount Of Free Time  
Free time shall be day of notification plus twenty-four (24) hours at Group I facilities or day of notification plus forty-eight (48) hours at Group II and Group III facilities, including Saturdays, Sundays and holidays. Exhibit D attached to this Addendum outlines Group I, II and III facilities.

Holidays as shown below, will be excluded from storage charges if they fall within the free time:

New Year's Day	Independence Day	Friday following Thanksgiving Day
President's Day	Labor Day	December 24
Memorial Day	Thanksgiving Day	December 25
		New Year's Eve

If Motor Carrier is the party to be notified of equipment availability at destination, notification to Motor Carrier via facsimile transmission is mandatory, twenty-four (24) hours per day, seven (7) days per week.

**General Rules applying to all traffic and equipment types, including E (Expedited) and P (Premium) service levels which require seven (7) day a week availability**

When notification is made before 5:00 p.m., the day of notification is that (same) day.

When notification is made after 5:00 p.m., the day of notification is the next day.

For notification occurring on a holiday, the notification day is considered the next day. If a holiday falls during the free time, the holiday is not included in the calculation of the free time.

For notification occurring on a Sunday, the notification day is considered the following day. If a Sunday falls during the free time, then Sunday is not included in the calculation of the free time.

On shipments requiring seven (7) day a week availability, and notification is made after 5:00 p.m., seven (7) days a week, the day of notification is the next day.

When a specific service level is not noted, BNSF will transport a shipment with reasonable dispatch but not on any particular train or schedule.

All notification refusals must be submitted in writing and faxed to the BNSF Notification Desk at 1-800-699-9368.

Report any equipment requiring repairs to the BNSF hub personnel who will note the required repairs in the system. Repairs for private equipment will be the shipper's responsibility.

- C. Charges Per 24-hour Period  
Storage day is from 12:00 a.m. to 11:59 p.m. Storage charges are applicable to all equipment whether owned or leased by a railroad or privately owned.

At destination, the notify party will be responsible for payment of all storage charges. When free time expires, storage charges are \$150 per day at Group I and Group II facilities and \$100 a day at Group III facilities per vehicle for each full or fraction of a day, including Saturdays, Sundays and holidays-

Storage charges will begin the first 12:01 a.m. after notification if a motor carrier party to this Addendum refuses to obtain a vehicle.

**(BURLINGTON NORTHERN CONT'D)**

Private bare chassis not removed within the twenty-four (24) hour period following notification, incur a \$150 per day charge at Group I and Group II facilities or \$100 per day charge at Group III facilities per vehicle for each fraction or full day, including Saturdays, Sundays, and holidays.

When Motor Carrier interchanges any shipment to BNSF for outbound rail transportation that is subsequently removed from BNSF for any reason whatsoever prior to rail movement, storage charges of \$150 per day at Group I and Group II facilities or \$100 per day at Group III facilities per vehicle for each full or fraction of a day, including Saturdays, Sundays, and holidays will be assessed to Motor Carrier.

If Motor Carrier, due to strike by railroad or Motor Carrier's employees, should experience difficulty in interchanging equipment, it may apply in writing to BNSF for relief from charges within fifteen (15) days following the strike. BNSF shall have sole discretion to grant or deny relief.

**IV. PER DIEM AND TRAILER DETENTION**

A. Type of Equipment

All equipment interchanged between BNSF and Motor Carrier shall be subject to per diem charges. Equipment means all equipment commonly used in the road transport of intermodal freight including trailers, chassis, containers and associated devices.

B. Free Time Allowance

Free time shall be computed as follows:

Load-Reload to BNSF. Free time shall be five (5) days plus day of interchange on loaded equipment removed from BNSF and returned loaded to BNSF.

Load-Empty to BNSF. Free time shall be three (3) days plus day of interchange on loaded equipment removed from BNSF and returned empty to BNSF.

Empty-Load to BNSF. Free time shall be three (3) days plus day of interchange on empty equipment removed BNSF and returned loaded to BNSF.

Empty-Empty to BNSF. Free time will not be granted on empties picked up from BNSF and returned empty to BNSF. Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Load-Reload to another rail carrier. Free time shall be two (2) days plus day of interchange on loaded trailers interchanged from BNSF and reloaded to another rail carrier.

Load-Empty to another rail carrier. Free time shall be two (2) days plus day of interchange on loaded trailers interchanged from BNSF and delivered empty to another rail carrier. If this occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Empty-Load/Empty to another rail carrier. Free time will not be granted on empties picked up from BNSF and interchanged either loaded or empty to another railroad. If this occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A of this Addendum.

Chassis out bare or with a non-railroad controlled container. Free time will not be granted when chassis are removed bare or with a non-railroad controlled container from BNSF and returned either bare or with a non-railroad controlled container to BNSF.

Bare chassis at BNSF. Free time will be day of in-gate interchange on bare chassis left at BNSF.

C. Per Diem

Motor Carrier shall pay BNSF per diem charges per day or portion of a day for each unit of equipment after free time has expired as follows:

Day 1 through Day 5 = \$25 per day  
Day 6 and Beyond = \$50 per day

Credits of \$15 per day will be applied for each day that a rail controlled container is returned prior to the expiration of free time. Up to five credits may be applied to a load/reload to BNSF and up to three credits may be applied to a load/empty to BNSF and empty/load to BNSF.

**EXHIBIT A — SURCHARGES**

A \$350 surcharge will be assessed for each occurrence against the Motor Carrier should the following events occur while in the Motor Carriers Possession. Use charges will be assessed for each day including Saturdays, Sundays and Holidays.

- TRAILERS removed from Phoenix or any terminal in California and interchanged to another rail or water carrier.
- TRAILERS removed loaded at a terminal and interchanged empty to another rail or water carrier.

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**(BURLINGTON NORTHERN CONT'D)**

- TRAILERS removed empty at a terminal and interchanged loaded or empty to another rail or water carrier.
- EQUIPMENT removed from a terminal empty and returned empty (including bare chassis out and bare chassis in).
- CONTAINERS and/or CHASSIS interchanged to other than BNSF origin ramp.
- CONTAINERS and/or CHASSIS interchanged to another rail or water carrier.
- 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 the Addendum require cancellation and BNSF is agreeable to a reinstatement of the Addendum.

**EXHIBIT D  
GROUP I, GROUP II AND GROUP III FACILITIES**

<b>Facility Group</b>	<b>Facility</b>	<b>Free Time (Hours)</b>	<b>Storage Charge (Per Day)</b>
<b>1</b>	Kansas City, KS	24	\$150
	Los Angeles, CA		
	Memphis, TN		
<b>2</b>	Alliance, TX	48	\$150
	Atlanta, GA (Fairburn)		
	Chicago (Cicero), IL		
	Houston, TX		
	Oakland Intl. Gateway, CA		
	San Bernardino, CA		
	Seattle, WA (SIG)		
	St. Louis, MO		
	St. Paul, MN		
	Stockton, CA		
<b>3</b>	Albuquerque, NM	48	\$100
	Amarillo, TX		
	Billings, MT		
	Birmingham, AL		
	Chicago (Corwith), IL		
	Chicago (Willow Springs), IL		
	Denver, CO		
	Dilworth, MN		
	El Paso, TX		
	Fresno, CA		
	Harvard, AR		
	Logistics Park Chicago, IL		
	New Orleans, LA		
	Omaha, NE		
	Phoenix, AZ		
	Portland, OR		
South Seattle, WA			
Spokane, WA			
<b>*List of BNSF Intermodal Facilities is for reference and is not comprehensive.</b>			

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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:

<b>INTERMODAL UNIT TYPE – RAILWAY CONTROLLED</b>	<b>DETENTION CHARGE PER UNIT/ PER DAY</b>
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:

<b><u>Type of Unit</u></b>	<b><u>Credits Allowed</u></b>	<b><u>Conditions</u></b>
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.

(CANADIAN NATIONAL CONT'D)

**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 Carrier 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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## CANADIAN PACIFIC RAILWAY-US (SOO LINE AND D&H)

### 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.

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**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.

**(CPR-US (SOO LINE AND D&H CONT'D)**

**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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## CHINA SHIPPING CONTAINER LINE

### FREE TIME AND PER DIEM CHARGE:

During the period that the equipment is in the possession of the Motor Carrier, the charges set forth below shall be assessed for each calendar day or fraction thereof beyond the allowed free time and shall continue to apply until the equipment is returned to the Provider. Free time for each container shall be five (5) days, including the day equipment is delivered to the Provider, except that Saturdays, Sundays and holidays shall not be counted when computing free day.

Unless otherwise specified, detention rates per container per calendar day under drop and pull service are as follows:

<b>1. Free Time Periods: day of interchange plus 4 working days</b>	
<b>2. Per Diem Charge</b>	
Dry Container (including 45' HC, non-operating refrigerated containers), open top, flat rack containers with or without chassis, and bare chassis:	
1 – 5 Calendar Days (1 <sup>st</sup> Period)	USD \$ 85.00/Unit
Thereafter (2 <sup>nd</sup> Period)	USD \$ 100.00/Unit
Operating refrigerated containers with or without Gen set, and with or without chassis:	
1 – 5 Calendar Days (1 <sup>st</sup> Period)	USD \$ 100.00/Unit
Thereafter (2 <sup>nd</sup> Period)	USD \$ 200.00/Unit

**Note: Equipment is to include a Container, Container on a China Shipping or Pool chassis, or a bare China Shipping or Pool Chassis.**

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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 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 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 \$25 per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, both the CPC and the charges for Container and Chassis (**Table 2**) setup will be applicable.

**SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES**  
**Table 1: Charges below for Container provided by CMA CGM**

<b>EQUIPMENT</b>	<b>DAYS 6-10</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Standard	\$90.00 per day	\$135.00 per day
40' Standard	\$90.00 per day	\$135.00 per day
40' High Container	\$90.00 per day	\$135.00 per day
45' Container	\$90.00 per day	\$135.00 per day

<b>EQUIPMENT</b>	<b>DAYS 4-7</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Open Top	\$160.00 per day	\$210.00 per day
40' Open Top	\$160.00 per day	\$210.00 per day
20' Flat	\$160.00 per day	\$210.00 per day
40' Flat	\$160.00 per day	\$210.00 per day
20' Tank	\$160.00 per day	\$210.00 per day
40' Tank	\$160.00 per day	\$210.00 per day
20' AutoTainer*	\$160.00 per day	\$210.00 per day
40' AutoTainer*	\$160.00 per day	\$210.00 per day

<b>EQUIPMENT</b>	<b>DAYS 4-7</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

\*Containing wheeled vehicles only, otherwise standard rates and free time applies

**SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES**  
**Table 2: Charges below for Container and Chassis set up provided by CMA CGM**

EQUIPMENT	DAYS 6-10	EACH CALENDAR DAY THEREAFTER
20' Standard	\$105.00 per day	\$150.00 per day
40' Standard	\$105.00 per day	\$150.00 per day
40' High Container	\$105.00 per day	\$150.00 per day
45' Container	\$105.00 per day	\$150.00 per day

EQUIPMENT	DAYS 4-7	EACH CALENDAR DAY THEREAFTER
20' Open Top	\$175.00 per day	\$225.00 per day
40' Open Top	\$175.00 per day	\$225.00 per day
20' Flat	\$175.00 per day	\$225.00 per day
40' Flat	\$175.00 per day	\$225.00 per day
20' Tank	\$175.00 per day	\$225.00 per day
40' Tank	\$175.00 per day	\$225.00 per day
20' AutoTainer*	\$175.00 per day	\$225.00 per day
40' AutoTainer*	\$175.00 per day	\$225.00 per day

EQUIPMENT	DAYS 4-7	EACH CALENDAR DAY THEREAFTER
20' Refrigerated	\$315.00 per day	\$415.00 per day
40' Refrigerated	\$315.00 per day	\$415.00 per day

\*Containing wheeled vehicles only, otherwise standard rates and free time applies

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**EFFECTIVE: NOVEMBER 1, 2000**  
**REVISED: MARCH 8, 2013**

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

**I. Notification and Free Time**

- A.) Free time commences on the day of Equipment of Equipment to the Motor Carrier.
- B.) The Motor Carrier will be given 10 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. Per Diem and Container Detention**

- A.) Upon the expiration of free time, the per diem will be as follows –

Containers - \$20.00 per day

Chassis - \$15.00 per day

**Effective: September 24, 2012**

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**COMPANIA CHILENA DE NAVEGACION INTEROCEANICA S.A. (C.C.N.I.)**

**A. FREE TIME**

Free Time period shall consist of the day the equipment is interchanged plus the next four working days: For Refrigerated containers, the free time period shall consist of the day the equipment is interchanged plus the next 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.

<u>EQUIPMENT</u>	<u>DAY 6 AND THEREAFTER</u>
20' Standard (Dry Container)	\$ 55.00 /day
20' Open Top, Flat Rack	\$ 75.00 /day
20' Non-operating Reefers	\$ 150.00 /day
40' Standard (Dry Container)	\$ 70.00 /day
40' Open Top, Flat Rack	\$ 75.00 /day
40' Non-operating Reefers	\$ 150.00 /day
40' High Container	\$ 70.00 /day
45' High Container	\$ 70.00 /day

  

<u>EQUIPMENT</u>	<u>DAY 4 AND THEREAFTER</u>
20' Refrigerated	\$ 350.00 /day
40' Refrigerated	\$ 350.00 /day

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**COMPANIA SUD-AMERICANA DE VAPORES (CSAV/LIBRA URUGUAY/NORASIA/LIBRA)  
AMERICAN TRANSPORTATION GROUP, LLC AS AGENTS**

**SCHEDULE A – USA-(CSAV/LIBRA URUGUAY/NORASIA/LIBRA) DETENTION RATES**

Container Type	Detention		
	Free Time (Days)	6 – 10 days (US\$)	11 day- Thereafter (US\$)
DV'20	5*	<b>100.00</b>	<b>100.00</b>
DV'40	5*	120.00	120.00
EE'20	5*	<b>120.00</b>	<b>120.00</b>
EE'40	5*	140.00	140.00
	Free Time (Days)	3 – 6 days (US\$)	7 day – Thereafter (US\$)
RE'20	2*	250.00	250.00
RE'40	2*	250.00	250.00
	Free Time (Days)	3 – 6 days (US\$)	7 day – Thereafter (US\$)
<b>Bare Chassis '20</b>	<b>5*</b>	<b>100.00</b>	<b>100.00</b>
<b>Bare Chassis '40</b>	<b>5*</b>	<b>120.00</b>	<b>120.00</b>
<b>Bare Reefer Chassis '20 or '40</b>	<b>2*</b>	<b>250.00</b>	<b>250.00</b>
<b>Generator Set</b>	<b>2*</b>	<b>250.00</b>	<b>250.00</b>

\* means working days (excludes Saturday, Sundays and national holidays.)

Only free time is considered in working days. After free time Detention is calculated based on Running days.

DV: Dry Container with or without chassis, including non-operating Reefer Containers without Generator Set

EE: Special Container (Open Top, Flat Rack, Ventilated, Platform) with or without chassis

RE: Reefer Container with or without chassis, including Generator Set

Free Time commence the day after that container is picked up from the terminal (first free day).

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**EFFECTIVE: FEBRUARY 1, 1996**

**REVISED: JUNE 13, 2011**

**Changed name for Montemar to Libra Uruguay on 12/19/06**

**COSCO NORTH AMERICA, INC./ COSCO CONTAINER LINES CO., LTD/  
COSCO CONTAINER LINES AMERICAS, INC./CHINA OCEAN SHIPPING COMPANY AMERICAS, 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.
- B.** On all interchanged equipment, the day of interchange and the next two working days will be considered as days of grace during which time no charge will be made FOR THE USE OF THE EQUIPMENT. Thereafter, full per diem will be assessed. Saturdays, Sundays, and Holidays will not be counted when computing the free time allowance. Holidays refer to those that are enumerated in labor contracts at the point of interchange.

**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. 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 properly returned to the Provider.

**TERMS:**            **[i]     U.S. East Coast and Gulf Terminals – First 3 working days are free to trucker.**  
                          **[ii]    U.S. West Coast Terminals – First 4 working days are free to trucker.**  
                          **[iii]   All US Rail Ramps – First 3 working days are free to trucker.**

**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:

All Dry Equipment/dry loaded refrigerated (non-operating) equipment:	USD \$85.00 per container per day
All Refrigerated operating equipment, with or without genset or chassis:	USD \$170.00 per container per day
All Flat Racks, Open Tops equipment, 45' High Cube Equipment with or without chassis:	USD \$120.00 per container per day

**NOTE A:** West Coast ports of Long Beach, Oakland and Seattle allowed 4 free working days. Per diem will commence on 5<sup>th</sup> day.

**NOTE B:** Non-payment of per diem on third party invoices within the indicated due date will cause suspension of your handling privileges until all overdue charges are received. FAXED CHECKS ARE NOT CONSIDERED PAYMENT. PAYMENT MUST BE IN COSCO'S POSSESSION TO BE RELEASED FROM SHUTOUT. COSCO AGREES THAT THE DISPUTE RESOLUTION PROCESS OUTLINED IN THIS ADDENDUM WILL BE HONORED PRIOR TO THE SUSPENSION OF INTERCHANGE PRIVILEGES.

- B.** 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 18% of the total invoice amount.

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**EFFECTIVE:        JANUARY 10, 2004**  
**REVISED:         JULY 29, 2007**  
**Name Change Rescinded: April 1, 2007**  
**IIEC Revision: JANUARY 18, 2008**

## EIMSKIP USA, INC.

### 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.

<u>EQUIPMENT TYPE</u>	<u>FIRST 5 DAYS AFTER FREE TIME</u>	<u>EACH CALENDAR DAY THEREAFTER</u>
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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**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). The Motor Carrier shall be allowed 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 Saturday, Sunday and legal Holidays but includes return day. For purposes of this Addendum, "Free Time" shall mean the period of time during the use period that Evergreen allows the Motor Carrier to use such Equipment without having to pay use charges.
- b). The Motor Carrier shall pay to Evergreen, Excess Period charges on the Equipment for each day beginning on the day after Free Time and ending on the day of return of the Equipment, or ending on the day of expiration of the 2nd Excess Period, whichever first occurs, including Saturdays, Sundays, and legal Holidays. 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). In addition to the Excess Period charges, specified in section b, above, the Motor Carrier shall pay to Evergreen, 2nd Excess Period charges on the Equipment for each day elapsed beginning on the day following the expiration of the Excess Period to the day of return of the Equipment, including the day of return, Saturday, Sundays, and legal Holidays.
- d). Where the Equipment consists of a dry container 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 Evergreen via telephone or 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 Evergreen's approval, the start date for export use will begin and Motor Carrier will be allowed five additional business days free time, excluding Saturday, Sunday and legal Holidays but including return day. 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.
- 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 1:**  
TABLE OF EQUIPMENT DETENTION CHARGES & FREE TIME AT **BELOW SPECIFIC LOCATIONS:**

**Los Angeles, CA, Long Beach CA, and cargo originated or cargo final d destined by trucking from Los Angeles, CA or Long Beach, CA:**

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	5 business days + day of pick-up	\$110.00 per day	\$150.00 per day
Refrigerated Container	3 business days + day of pick-up	\$195.00 per day	\$220.00 per day
Flatbed, Flat Racks, Open Tops, Tanks	5 business days + day of pick-up	\$195.00 per day	\$220.00 per day
Bare Chassis	2 business days	\$95.00 per day	\$95.00 per day

**EVERGREEN CONTINUED**

**TABLE 2:**

TABLE OF EQUIPMENT DETENTION CHARGES & FREE TIME AT ALL US STATES, **EXCEPT SPECIFIC LOCATIONS:**

**Los Angeles, CA, Long Beach, CA and cargo originated or final destined by trucking from Los Angeles, CA or Long Beach, CA:**

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	5 business days + day of pick-up	\$95.00 per day without chassis \$110.00 per day with chassis	\$135.00 per day without chassis \$150.00 per day with chassis
	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	\$180.00 per day without chassis \$195.00 per day with chassis	\$200.00 per day without chassis \$220.00 per day with chassis
Flatbed, Flat Racks, Open Tops, Tanks	5 business days + day of pick-up	\$180.00 per day without chassis \$195.00 per day with chassis	\$200.00 per day without chassis \$220.00 per day with chassis
Bare Chassis	2 business days	\$95.00 per day	\$95.00 per day

Note 1.) The Motor Carrier shall be allowed five (5) working days free time for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for refrigerated container; five (5) working days free time for refrigerated containers loaded with dry cargoes plus pickup day, excluding Saturday, Sunday and legal holidays. Free time includes return day.

Note 2.) The 1<sup>st</sup> Excess Period will commence immediately upon the end of the Free Time and end on the day of return of the Equipment, or on the start of the 2nd Excess Period, whichever first occurs. Saturdays, Sundays, and legal Holidays are **included** in computing the Excess Period.

Note 3.) The 2nd Excess Period will commence immediately upon the end of the 1<sup>st</sup> Excess Period and will continue through to the day of return of the Equipment. Saturdays, Sundays, and legal Holidays are **included** in computing the 2nd Excess Period.

Note 4.)

(A) 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.

(B) 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.

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

(1) If CFT is at least seven (7) calendar days longer than SFT, then the per-diem shall be charged at the rate of "2nd Excess Period".

(2) If the CFT is 1 to 6 calendar days (inclusive) longer than the SFT, then the "1st Excess Period" charge rate will commence immediately upon end of CFT and end on the day of return of the Equipment or end at SFT plus seven (7) calendar days, whichever first occurs, after which the "2nd Excess Period" rates shall apply.

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**GALBORG PTE LTD.**

**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-axles, 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:**

(h) 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**

## HAMBURG SUD NORTH AMERICA, INC.

### PART I EQUIPMENT FREE TIME/DETENTION CHARGES

- A. Free Time commences the next working day after the equipment is interchanged.
- B. 1. All Dry Equipment (including DC/HC/OT/FR, 20' or 40') Five (5) working days  
2. Reefer Equipment (20' or 40') Two (2) working days
- C. Saturdays, Sundays and Holidays are excluded from Free Time calculations, but are included and chargeable once free time expires.
- D. When a container is used by the motor carrier for a two way loaded movement (import/export) move, Free Time will be extended by two days.
- E. Rates per day after free time expires -

<u>Equipment Size/Type</u>	
Chassis (Bare)	\$ 25.00
20' DC	\$ 110.00
20' OT/FR	\$ 125.00
20' RFR	\$ 195.00
40' DC/HC	\$ 125.00
40' OT/FR	\$ 155.00
40' RFR	\$ 245.00

- F. 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 [www.returnlocation.com](http://www.returnlocation.com). Should Equipment return location change, Provider will notify Motor Carrier of changes in accordance with Section E.1. of the UIIA.
- G. Separate bilateral agreements, emails from Hamburg Sud North America issued by 1600 the day prior to return from the Provider, and shipping orders from Hamburg Sud North America supersede conflicting internet postings.
- H. In order to furnish Provider with e-mail address(es) to be used for notification when return locations are changed, Motor Carrier shall sign up to the e-mail distribution group for the region(s) in which Motor Carrier operates at [www.returnlocation.com](http://www.returnlocation.com).

### Part IX. Administrative Fee

Provider reserves the right to include a \$45.00 administration fee to any invoice.

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# HANJIN SHIPPING CO., LTD.

## 1. USE OF EQUIPMENT

- 1.1 Motor Carrier shall pay all tolls, mileage taxes, parking fees, additional license or permit fees in connection with, or arising out of the Motor Carrier's operation and use of the Equipment.
- 1.2 Chassis; Interchange Facility Location, Port Elizabeth, New Jersey. The Provider is a member of the "Steamship Line Cooperative Chassis Pool, LLC (the CO-OP). The Provider has designated as its Facility location, for the purpose of interchanging Chassis, to be the "Maher Terminal Chassis Depots", at 1510 Bay Avenue, Port Elizabeth, New Jersey and 295 Doremus Avenue, Newark, New Jersey.

This rule is only applicable for interchange of chassis being picked up from and/or delivered to Maher Terminals, and is not applicable to any other locations situated within the confines of the Elizabeth Seaport and/or Port Newark or any other locations.

- 1.3 Any chassis used in connection with a Hanjin Shipping container move must be returned to the location or facility from which it was received upon completion of the Hanjin move unless being used in conjunction with another container move for Hanjin or another pool member container move from Maher Terminal.

Retention of a bare chassis by a trucker subsequent to a Hanjin Shipping container move is prohibited. Failure to return bare chassis to the facility from which it was originally interchange upon completion of a container move will result in a daily use charge of \$150.00 from date of in gate container interchange. This not only relates to movement to/from Maher Terminal but any and all locations situated within the confines of the Elizabeth Seaport and/or Port Newark, container yard, depot or truckers facility where a Steamship Line Cooperative Chassis Pool LLC. (SLCCP) has been used for Hanjin Shipping and retained.

- 1.4 Hanjin Shipping does not accept any liability or costs for chassis retained by truckers under provisions provided under 1.2 and 1.3 of this agreement.

## 7. IMPORT DETENTION FREE DAYS AND CHARGES

Free Time is the date of 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 equipment departure from Provider's authorized facility.

- 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.

### 7.1 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 Hanjin Shipping as allowed by this Addendum. Detention Charges shall apply per calendar day including Saturday, Sundays and Holidays as follows:

### 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 \$185.00 per day  
Day 5 thereafter \$215.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$135.00 per day  
Day 5 thereafter \$155.00 per day

**CARRIER HAULAGE**

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment:  
Day 1 thru 5 \$ 115.00 per day  
Day 6 and thereafter \$155.00 per day
- B. Operating Refrigerated Equipment:  
Day 1 thru 4 \$200.00 per day  
Day 5 thereafter \$230.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$150.00 per day  
Day 5 thereafter \$170.00 per day

- 7.3 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.
- 7.4 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. Hanjin Shipping does not accept any liability or costs for chassis retained by truckers without express approval of Hanjin Shipping.

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

8.1 Detention Free Time

Free time is the day of empty 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 Hanjin's authorized facility. 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.

- 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.

8.2 Detention 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:

**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 \$185.00 per day  
Day 5 thereafter \$215.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$135.00 per day  
Day 5 thereafter \$155.00 per day

**(Hanjin Shipping Continued)**

**CARRIER HAULAGE**

- A. Dry Equipment/Dry Loading Refrigerated (non-operating) Equipment:  
Day 1 thru 5 \$115.00 per day  
Day 6 and thereafter \$155.00 per day
- B. Operating Refrigerated Equipment:  
Day 1 thru 4 \$200.00 per day  
Day 5 thereafter \$230.00 per day
- C. Flat Racks and Open Top Equipment:  
Day 1 thru 4 \$150.00 per day  
Day 5 thereafter \$170.00 per day

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

9.1 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 Hanjin'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).

9.2 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
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# HAPAG-LLOYD (AMERICA) INC. as agents for HAPAG-LLOYD CONTAINER LINE G.M.B.H.

## 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 (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 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 run continuously 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.

### SCHEDULE A

(EFFECTIVE July 1, 2012)

#### FREE TIME AND CHARGES -- IN THE UNITED STATES ONLY:

##### 1. FREE TIME

- a. For import shipments, all Equipment excluding Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating): Day of initial Interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and Holidays. (SEE NOTES)
- b. For export merchant haulage shipments, all Equipment excluding Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating): Day of initial Interchange plus Ten (10) working days, i.e., excluding Saturdays, Sundays and Holidays. (SEE NOTES)
- c. For export carrier haulage shipments, all Equipment excluding Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating): Day of initial Interchange plus fifteen (15) working days, i.e., excluding Saturdays, Sundays and Holidays. (SEE NOTES)

Note: In regards to items b and c above - "Carrier Haulage" is when Provider contracts directly with the MC for Inland transportation services and. "Merchant Haulage" is when a third party contracts with a MC for inland transportation services using Provider's equipment.

##### 2.1 CHARGES

###### a) Charges Applicable when Hapag-Lloyd provides a chassis

- i) Import Detention charges shall be charged for each calendar day following free time as follows: (SEE NOTES)

<u>TYPE OF EQUIPMENT</u>	<u>CHARGES PER CALENDAR DAY</u>
Regular Equipment	\$ 146 per day
Special Equipment	\$ 146 per day
Bare Chassis	\$ 52 per day
Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating)	\$ 276 per day



**(HAPAG LLOYD CONTINUED)**

ii) Export Detention charges shall be charged for each calendar day following free time as follows: (SEE NOTES)

<u>TYPE OF EQUIPMENT</u>	<u>CHARGES PER CALENDAR DAY</u>
Regular Equipment	\$ 120 per day
Special Equipment	\$ 120 per day
Bare Chassis	\$ 26 per day
Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating)	\$ 250 per day

b) Charges Applicable when Hapag Lloyd does not provide a chassis

i) Import Detention charges shall be charged for each calendar day following free time as follows: (SEE NOTES)

<u>TYPE OF EQUIPMENT</u>	<u>CHARGES PER CALENDAR DAY</u>
Regular Equipment	\$ 131 per day
Special Equipment	\$ 131 per day
Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating)	\$ 261 per day

ii) Export Detention charges shall be charged for each calendar day following free time as follows: (SEE NOTES)

<u>TYPE OF EQUIPMENT</u>	<u>CHARGES PER CALENDAR DAY</u>
Regular Equipment	\$ 105 per day
Special Equipment	\$ 105 per day
Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating)	\$ 235 per day

**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.
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, shall, for the purpose of Detention free time and charges, be treated as having been interchanged to the Motor Carrier on the day of container removal from the marine terminal.
4. 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.
5. Rail movements under Carrier Haulage. Any days during which Ocean Carrier equipment is interchanged with a Rail Carrier shall not be included in the calculation of free time and detention charges when transported on rail under carrier's bill of lading.

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**(HAPAG LLOYD CONTINUED)**

6. When Temperature Controlled (refrigerated) containers or hardtop containers are utilized as dry cargo containers at the Equipment Provider's request, Free Time and Detention charges will be assessed at the same terms applicable to Regular Equipment.
7. 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 Detention privileges.
8. 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 [www.returnlocation.com](http://www.returnlocation.com). Should Equipment return location change, Provider will notify Motor Carrier of changes in accordance with Section E.1. of the UIIA.
9. Separate bilateral agreements, emails from Hapag-Lloyd issued by 1600 the day prior to return from the Provider, and shipping orders from Hapag-Lloyd supersede conflicting internet postings.
10. In order to furnish Provider with e-mail address(es) to be used for notification when return locations are changed, Motor Carrier shall sign up to the e-mail distribution group for the region(s) in which Motor Carrier operates at [www.returnlocation.com](http://www.returnlocation.com).

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**EFFECTIVE: JANUARY 15, 1997**  
**REVISION EFFECTIVE: July 1, 2012**

## HORIZON LINES, LLC (FORMERLY CSX LINES, LLC)

### 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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## HORIZON LINES OF ALASKA, LLC (Formerly CSX LINES OF ALASKA, LLC)

### 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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**HYUNDAI MERCHANT MARINE, INC.**

**Section I. Free Time 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 import and export shipments, the following free time shall be allowed: (see notes)
  - 1. Regular Equipment: Day of initial interchange plus four (4) working days.
  - 2. Refrigerated/Tank Equipment: Day of initial interchange plus three (3) working days.
  - 3. Open Top/Flat Rack Equipment:  
For import and export shipments, Day of initial interchange plus three (3) working days
  - 4. Trailers other than Flatbed, all Type/Sizes leased for special projects: Day of initial interchange plus five (5) working days.
- B. The Motor Carrier will be assessed a daily normal use charge from the Provider until said equipment is returned to the Provider. In the event that Provider provides a chassis for moves that are not carrier arranged shipments, a Chassis Provision Charge (CPC) of \$15 per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge.
- C. For Intermodal equipment used to move import shipments after the expiration of free time, the Motor Carrier shall be responsible for the payment of the following per diem charge: (see notes)

1. Import Charges –Per Diem shall be charged for all calendar days following free time as follows:

Regular Equipment	Day 1 – 4	US\$ 100.00 per day
	Day 5 and thereafter	US\$ 130.00 per day
Open Top/Flat Rack Equipment	Day 1 - 4	US\$ 280.00 per day
	Day 5 and thereafter	US\$ 350.00 per day
Refrigerated/Tank Equipment	Day 1 - 4	US\$ 280.00 per day
	Day 5 and thereafter	US\$ 350.00 per day
Trailers other than Flatbeds, All Types/Sizes leased for Special Projects		US\$125.00 per day

Note: Regular equipment includes equipment of all types/sizes, with or without chassis, among others, 20, 40 and 45 dry containers, high-cube containers, gensets, bare chassis, standard flatbed trailers, etc. other than open top, flat rack, refrigerated equipment, tank equipment and trailers leased for special projects

- D. For intermodal equipment used to move export shipments after expiration of free time, the Motor Carrier shall be responsible for the payment of the following per diem charge: (see notes):

2. Export Charges – Per Diem charges shall be charged for all calendar days following free time as follows:

Regular Equipment -		US\$ 90.00 per day
Flat Rack/Open Top	Day 1-4	US\$ 175.00 per day
	Day 5 and thereafter	US\$ 250.00 per day
Refrigerated/Tank Equipment	Day 1-4	US\$ 175.00 per day
	Day 5 and thereafter	US\$ 250.00 per day
Trailers other than Flatbeds, All Types/Sizes leased for Special Projects		US\$150.00 per day

Note: Regular Equipment includes equipment of all sizes, with or without chassis, among others, 20, 40, 45, dry containers, high-cube containers, gensets, bare chassis, standard flatbed trailers, etc. other than open top containers, flat rack containers, refrigerated equipment, tank equipment and trailers leased for special projects.

**NOTES:**

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

- E. A Motor Carrier interchanging intermodal equipment with a rail carrier for an OCP movement shall not be assessed per diem for the transit time with rail carrier only. 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 Provider.

(Hyundai Contionued)

II. **Canada Free Time and Per Diem Charges – The below free time and per diem charges are applicable only for movement of intermodal equipment that originates in Canada.**

Canada International Free Time and Rates

A. For intermodal equipment used to move import shipments, the following free time shall be allowed (see notes)

1. Regular Equipment: Day of initial interchange plus three (3) working days.
2. Refrigerated/Tank Equipment: Day of initial interchange plus one (1) working day.
3. Open Top/Flat Rack Equipment: Day of initial interchange plus one (1) working day.

B. For intermodal equipment used to import shipments after the expiration of free time, the Motor Carrier shall be responsible for the payment of the following per diem charge. (see notes)

1. Import Charges – Per Diem shall be charged for all calendar days following free time as follows:

Regular Equipment – (20')	Days 1 - 4	US\$ 100.00 per day
Regular Equipment – (40', 40H', 45')	Days 5 and thereafter	US\$ 130.00 per day
Open Top/Flat Rack Equipment	Days 1-3	US\$ 250.00 per day
	Days 4 and thereafter	US\$ 280.00 per day
Refrigerated/Tank Equipment	Days 1-3	US\$ 250.00 per day
	Days 4 and thereafter	US\$ 280.00 per day

**Note: Regular equipment includes equipment of all types/sizes, with or without chassis, among others, 20, 40, 45 dry containers, high-cube containers, gensets, bare chassis, standard flatbed trailers, etc. other than open top, flatrack, refrigerated equipment, tank equipment and trailers leased for special projects.**

**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 intermodal equipment used to move export shipments, the following free time shall be allowed (see notes)

1. Regular Equipment: Day of initial interchange plus three (3) working days.
2. Refrigerated/Tank Equipment: Day of initial interchange plus three (3) working days .
3. Open Top/Flat Rack Equipment: Day of initial interchange plus three (3) working days.

D. For intermodal equipment used to export shipments after the expiration of free time, the Motor Carrier shall be responsible for the payment of the following per diem charge: (see notes)

1. Export Charges – Per diem shall be charged for all calendar days following free time as follows:

Regular Equipment – (20')	Days 1- 5	US\$ 100.00 per day
Regular Equipment – (40', 40H', 45')	Days 6 and thereafter	US\$ 110.00 per day
Open Top/Flat Rack Equipment		US\$ 200.00 per day
Refrigerated/Tank Equipment (20', 40', 40H)		US\$ 200.00 per day

**Note: Regular equipment includes equipment of all types/sizes, with or without chassis, among others, 20, 40, 45 dry containers, high-cube containers, gensets, bare chassis, standard flatbed trailers, etc. other than open top, flatrack, refrigerated equipment, tank equipment and trailers leased for special projects.**

**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.**

**EFFECTIVE: FEBRUARY 1, 1996**

**REVISED: FEBRUARY 2, 2014**

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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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**KAWASAKI KISEN KAISHA, LTD., "K" LINE NEW YORK AND "K" LINE AMERICA, INC.  
(ALSO DOING BUSINESS AS THE RAIL-BRIDGE CORPORATION (RBC))**

**I. NOTIFICATION AND FREE TIME**

- A. **How Use Charges are Calculated.** Free time commences at 0000 the day following the receipt of the equipment by the Motor Carrier from Provider. A day shall be considered a 24-hour period ending at 2400 midnight, or a fraction of any such period. Charges will be calculated in accordance with Appendix A of this Addendum and will be calculated in accordance with Appendix B of this Addendum for DOMESTIC RBC shipments.

**APPENDIX A: "K" LINE AMERICA, INC.**

**PER DIEM - METHOD OF SETTLEMENT**

1. FREE TIME - (Subject to Notes 1 thru 3)

- A. On all regular interchanged equipment, the day of pick-up plus seven (7) calendar days after the day of pick-up will be considered days of grace during which time no charges will be made for the use of the equipment.
- B. On all refrigerated or tank interchanged equipment, the day of pick-up and the first three (3) calendar days after the day of pick-up will be considered days of grace during which time no charge will be made for the use of the equipment
- C. Thereafter, per diem, as per the "Table of Charges" will be assessed for each calendar day until the equipment is returned.

2. **DETENTION CHARGES**

TABLE OF CHARGES	
EQUIPMENT TYPE	PER DIEM CHARGES
Regular, Export =	USD\$ 85/cntr/day
Regular, Import =	USD\$ 85/cntr/day
REFRIGERATED	\$ 120.00
TANK	\$ 120.00
BARE CHASSIS	\$ 6.00

**Note 1:** Regular equipment includes equipment of all sizes, with or without chassis, among others, 20 and 40-foot dry containers, high cube containers, open top containers, flat rack containers, bare chassis, standard flatbed trailers, etc., other than refrigerated equipment, tank equipment.

**Note 2:** Any days during which ocean carrier equipment is interchanged with a rail carrier moving COFC, shall not be included in the calculation of free time and detention charges provided evidence of interchange and routing is supplied to line within 24 hours of interchange to rail carrier.

**Note 3:** A reinstatement fee of \$75.00 will be assessed for a cancelled contract.

**APPENDIX B: THE RAIL-BRIDGE CORPORATION**

In the absence of any specific Agreement with the Motor Carrier the following free time shall be allowed and the following use charges assessed the Motor Carrier when equipment is in interchange for DOMESTIC shipments pertaining to movements loaded to or discharged from train services arranged by THE RAIL BRIDGE CORPORATION DIVISION.

**FREE TIME:**

- A. On all empty containers and chassis, the day of interchange and the first five (5) calendar days after the day of interchange will be consider days of grace during which time no charges will be made for the use of the equipment (container and/or chassis). The per diem charges as per the TABLE OF CHARGES will be assessed for each day or portion thereof until the equipment is returned.
- B. On all loaded containers and chassis, the day of notification of availability and the first five (5) calendar days thereafter, commencing from 2400 midnight of the day of notification, will be considered days of grace during which time no charges will be made for the use of the equipment (containers and/or chassis). The per diem charges as per TABLE OF CHARGES will be assessed for each day or portion thereof until the equipment is returned.

TABLE OF CHARGES	
BILLABLE DAY	PER DIEM CHARGES
1	\$ 35.00
Each day Thereafter	\$ 35.00

**NOTE:** These charges are subject to change with thirty (30) days notice.

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**(K-LINE CONTINUED)**

**PENALTY CHARGES:**

- A.** On any equipment that is interchanged, held and returned empty, a flat penalty fee of \$150.00 will be charged for a container not used.
- B.** On any equipment that is interchanged, loaded and does not load on RBC-arranged train service, but moves to destination via another route, a penalty fee of \$150.00 plus the detention charges (above) beginning at the time of empty pick up to its empty return at destination will be charged.

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**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.

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.
- 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.

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**(KCS CONTINUED)**

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:

- A. 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**

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**MAERSK AGENCY U.S.A., INC. dba MAERSK LINE/MAERSK DOMESTIC**

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

**EQUIPMENT DETENTION AND PER DIEM WITHIN UNITED STATES**

Definitions:

“Per Diem—Carrier Haulage” means a daily charge for Equipment used in carrier haulage (referred to in Maersk Line tariffs as Detention). “Carrier Haulage” is when Provider contracts directly with the MC for Inland transportation services.

“Per Diem—Merchant Haulage” means a daily use charge for Equipment used in merchant haulage. “Merchant Haulage” is when a third party contracts with a MC for inland transportation services using Provider’s equipment.

Demurrage – Demurrage is the daily charge assessed for use of the land and services provided at Maersk Line’s load/discharge port, rail ramp or inland container yard (CY) facility, when the cargo remains in such facilities beyond the permitted freetime. Working days are used to calculate freetime, whereas calendar days are used to calculate demurrage charges beyond freetime.

**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.

For Carrier Haulage and Merchant Haulage, Per Diem-Carrier Haulage and Per Diem-Merchant Haulage charges shall apply per calendar day including Saturdays, Sundays and Holidays until Equipment is returned to the container yard used by Provider, except where prohibited under applicable law (e.g. California).

**Item B) Merchant and Carrier Haulage Per Diem Free Time**

Merchant and Carrier Haulage 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:
Three (3) working days
c. Operating Refrigerated Equipment for cargo originating from Australia/New Zealand:
Four (4) working days
d. Specialized Equipment to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment:
Three (3) working days

Item C) Merchant and Carrier Haulage Per Diem Rates

Merchant and Carrier Haulage Per Diem Rates - U.S. ONLY		
I. PerDiem – Carrier Haulage	II. Per Diem – Merchant Haulage	III. Per Diem for containers picked up from a container yard, rail ramp or ocean terminal at Virginia, Alaska or Hawaii:
a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:	a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:	a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:
<b>Days 1-4: USD 110.00</b>	<b>Days 1-4: USD 85.00</b>	<b>Days 1-4: USD 110.00</b>
<b>Days 5-8: USD 140.00</b>	<b>Days 5-8: USD 130.00</b>	<b>Days 5-8: USD 140.00</b>
<b>Days 9+: USD 175.00</b>	<b>Days 9+: USD 165.00</b>	<b>Days 9+: USD 175.00</b>
b. Operating Refrigerated Equipment:	b. Operating Refrigerated Equipment:	b. Operating Refrigerated Equipment:
<b>Days 1-3: USD 300.00</b>	<b>Days 1-3: USD 289.00</b>	<b>Days 1-3: USD 300.00</b>
<b>Days 4+: USD 400.00</b>	<b>Days 4+: USD 400.00</b>	<b>Days 4+: USD 400.00</b>
c. Specialized Equipment (to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment):	c. Specialized Equipment (to include Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment):	c. Specialized Equipment (to include Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment):
<b>Days 1-3: USD 300.00</b>	<b>Days 1-3: USD 289.00</b>	<b>Days 1-3: USD 300.00</b>
<b>Days 4+: USD 400.00</b>	<b>Days 4+: USD 400.00</b>	<b>Days 4+: USD 400.00</b>

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)

Item E. Merchant and Carrier Haulage Freetime and PerDiem Charges – CANADA ONLY

**I. Freetime**

- a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment: **-Four (4) 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

**II. Charges**

- a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:
  - Days 1-4: USD 110.00
  - Days 5-8: USD 140.00
  - Days 9+ : USD 175.00
- b. Operating Refrigerated Equipment:
  - Days 1-3: USD 300.00
  - Days 4+: USD 400.00
- c. Specialized Equipment (to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment):
  - Days 1-3: USD 300.00
  - Days 4+: USD 400.00

**Section VIII (continued)- FREE TIME, DETENTION AND PER DIEM CHARGES:**

**Item F. Demurrage Freetime**

**I. Maersk Line CY's owned or contracted by Maersk Line**

a. Dry Containers: Four (4) working days. Freetime will commence at 0001 hours the first working day after consignee or its agent is notified that the full bill of lading quantity is available for pick up. Freetime will expire at 2400 hours on the last day of the free time allowed.

**II. Matson Honolulu Terminal:**

- a. Dry Containers: Five (5) calendar days for cargo
- b. Operating Refrigerated Containers: Three (3) calendar days
- c. Specialized equipment ( to include: Flat Beds, Flat Racks, Tank, Lowboy, Specialized Flat Bed, Break-bulk and Open Top Equipment): Three (3) calendar days

**Item G. Demurrage charges**

A. Dry Equipment, including 53' containers /Dry Loading Refrigerated (Non-operating) Equipment:

Days 1 – 4: \$225.00 per calendar day  
Days 5 – 9: \$275.00 per calendar day  
Days 10 +: \$325.00 per calendar day

B. Operating Refrigerated and Tank Equipment:

Days 1 -3: \$400.00 per calendar day  
Days 4 -7: \$500.00 per calendar day  
Days 8+: \$550.00 per calendar day

C. Flat Beds, Flat Racks, Lowboy or Specialized Flat Bed and Open Top Equipment:

Days 1-3: \$400.00 per calendar day  
Days 4-7: \$500.00 per calendar day  
Days 8+: \$550.00 per calendar day

D. Breakbulk or CFS (container freight station) cargo.

\$10 per metric ton or cubic meter whichever is higher.

E. General: Provider's policy is to collect demurrage prior to release of containers from Container Yards or marine terminal locations.

**Demurrage EXCEPTIONS**

**1. APM Terminal in Port Elizabeth New Jersey, PNCT (Port Newark Container Terminal), Maher Newark Terminal, Red Hook Maritime Terminal - Brooklyn, Howland Hook - Staten Island, Global Terminal - Jersey City, Port Newark Berths 2, 4 and 6:**

a. Dry Equipment, including 53' equipment/Dry Loading Refrigerated (Non-Operating) Equipment:

Days 1-4: \$250 per calendar day  
Days 5-9: \$355 per calendar day  
Days 10+: \$420.00 per calendar day

b. Operating Refrigerated and Tank Equipment:

Days 1-3: \$455 per calendar day  
Days 4-7: \$620 per calendar day  
Days 8+: \$710 per calendar day

c. Flat Beds, Flat Racks, Lowboy or Specialized Flat Bed and Open Top Equipment:

Days 1 – 3: \$455 per calendar day  
Days 4 – 7: \$610 per calendar day  
Days 8+: \$710 per calendar day

d. Breakbulk or CFS (container freight station) cargo.

\$10 per metric ton or cubic meter whichever is higher

e. General: Provider's policy is to collect demurrage prior to release of containers from Container yards or terminal locations.

**(Maersk Continued)**

2. Union Pacific Railroad:

a. Dry Equipment (excluding 53' equipment)/Dry Loading Refrigerated (Non-Operating) Equipment:

Days 1 – 5: \$225 per calendar day  
Days 6-9: \$250 per calendar day  
Days 10+: \$400 per calendar day

b. Operating Refrigerated and Tank Equipment:

Days 1-3: \$400 per calendar day  
Days 4+: \$500 per calendar day

c. Flat Beds, Flat Racks, Lowboy or Specialized Flat Bed and Open Top Equipment:

Days 1 – 3: \$400 per calendar day  
Days 4+: \$500 per calendar day

**3. Matson - Honolulu terminal:**

a. Dry Equipment/Dry Loading Refrigerated (Non-Operating) Equipment:

\$100 per calendar day

b. Operating Refrigerated and Tank Equipment:

\$150 per calendar day

c. Flat Beds, Flat Racks, Lowboy or Specialized Flat Bed and Open Top Equipment:

\$150 per calendar day

**4. For cargo originating in Australia, New Zealand or Fiji, the following charge rules apply:**

a. Operating Refrigerated and Tank Equipment: \$225 per day per 20' and 40' foot container or fraction thereof.

**Item H. Demurrage Freetime and charges – CANADA only**

**I. Freetime**

a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment: - Four (4) **working** days

b. Operating Refrigerated Equipment:  
- Two (2) **working** days

c. Specialized Equipment to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment:  
- Two (2) **working** days

d. Dry Equipment/Dry Loaded (Non Operating Refrigerated Equipment on the Oceanic Service):  
- Five (5) **calendar** days

e. Specialized Equipment to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment on the Oceanic Service:  
-Five (5) **calendar** days

**II. Charges**

a. Dry Equipment/Dry Loaded (Non-Operating) Refrigerated Equipment:

Days 1-4: USD 110.00 per calendar day  
Days 5-8: USD 140.00 per calendar day  
Days 9+ : USD 175.00 per calendar day

b. Operating Refrigerated Equipment:

Days 1-3: USD 300.00  
Days 4+: USD 400.00

c. Specialized Equipment (to include /Flat Bed Trailers/ Flat Racks/ Tank/ Lowboy or Specialized Flat Bed/Open Top Equipment):

Days 1-3: USD 300.00  
Days 4+: USD 400.00

## 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	\$ 7.00
20 foot 3-axle chassis	\$ 12.00
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	\$ 9.50
24 foot 3-axle chassis	\$ 13.00
40 foot chassis	\$ 8.00
40 foot 3-axle chassis	\$ 14.00
45 foot chassis	\$ 9.00
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

- Regular dry equipment: day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays
- Open top containers/flatbed or flatrack trailers: day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays
- 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. \$ 65.00
Open top containers/flatbed or flatrack trailers	U.S. \$ 80.00
Refrigerated equipment	U.S. \$ 100.00

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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. The billing of container equipment, will include the use of Mediterranean Shipping Co. S.A. Chassis or Gen Sets, individually or together in any combination at the extended use or excess use charges. 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. will be invoiced at one half dry Container Extended Rates, Gen sets retained by the Motor Carrier after delivery of the container to Mediterranean Shipping Co. S.A. will be invoiced at the dry container rates, unless employed with another container of MSC.

<u>TABLE OF CHARGES</u>		
<u>EQUIPMENT</u>	<u>EXTENDED USE</u>	<u>EXCESS USE</u>
Container, Chassis, Gensets		
20' Dry Containers	\$ 60.00	\$ 100.00
40' Dry Containers	\$ 80.00	\$ 140.00
20' Open Top, Flat Rack, Platform	\$ 90.00	\$ 110.00
40' Open Top, Flat Rack, Platform	\$ 120.00	\$ 200.00
20' and 40' Reefers	\$ 200.00	\$ 270.00

**FREE TIME:** Shall be allowed for the equipment for four work days, including day of pick-up, day of return plus any weekend or holiday within this period, if any. At the expiration of FREE TIME, extended use charges shall accrue for each of the next five consecutive days, with the exception of Refrigerated containers, which will be limited to three Extended use days. After expiration of the Extended Use days, Excess Use Charges shall accrue for every day thereafter.

**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.**

**TWO-WAY MOVEMENT:** 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 freetime will apply in these cases.

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

Charges assessed by the Med. 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' Dry Containers Days 1 Thru 5	\$ 30.00 Per Day
20' Dry Containers Days 6 And Thereafter	\$ 60.00 Per Day
40' Dry Containers Days 1 Thru 5	\$ 60.00 Per Day
40' Dry Containers Days 6 And Thereafter	\$120.00 Per Day
20' Open Top Days 1 Thru 5	\$ 50.00 Per Day
20' Open Top Days 6 And Thereafter	\$ 80.00 Per Day
40' Open Top Days 1 Thru 5	\$100.00 Per Day
40' Open Top Days 6 And Thereafter	\$160.00 Per Day
20' Reefer Containers Days 1 Thru 3	\$ 90.00 Per Day
20' Reefer Containers Days 4 And Thereafter	\$140.00 Per Day
40' Reefer Containers Days 1 Thru 3	\$180.00 Per Day
40' Reefer Containers Days 4 And Thereafter	\$250.00 Per Day

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**EFFECTIVE: OCTOBER 1, 1999**

**REVISED: June 7, 2013**

**MOL (AMERICA), INC.**

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

A. **FREE TIME:** The following Free Time shall be allowed the Motor Carrier:

- (1) Regular Equipment, Open Tops, Flatracks and Chassis: Day of initial interchange plus (5) working days, i.e., excluding Saturdays, Sundays, and holidays within the free time.
- (2) Refrigerated/Tank Equipment: Day of initial interchange plus three (3) working days, i.e., excluding Saturdays, Sundays and holidays within the free time.
- (3) Trailers other than Flatbeds, all types/sizes leased for special projects: Day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays within the free time.
- (4) Additional Free Time as follows shall be allowed when equipment, having been used in the import trade, is used by the same consignee, shipper or their agent with the carrier's permission in the export trade, provided that the consignee, shipper or their agent informs the carrier of the export booking during the original free time period:

Regular Equipment, Open Tops, Flatracks, Chassis: Five (5) additional working days

Refrigerated/Tank Equipment: Three (3) additional working days

Trailers other than Flatbeds, all types/sizes lease for special projects: Five (5) additional working days

B. **DETENTION CHARGES:** After the expiration of Free Time, the Motor Carrier shall be responsible for the payment to Provider of the following Detention Charges:

<b>(1) Detention charges shall be charged as follows:</b>	<b>Per Day</b>
Regular Equipment w/chassis	\$ 85.00
Regular Equipment w/o chassis	\$ 50.00
Refrigerated/Tank Equipment	\$ 120.00
Trailers other than Flatbeds, all types/sizes leased for special projects:	\$ 140.00
Open Top/Flat Rack Equipment	\$ 100.00
Bare Chassis Equipment	\$ 12.00

- 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 not 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 fee 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.

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**EFFECTIVE: MAY 24, 1996**  
**REVISED: JUNE 16, 2012**

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	\$11.00 per day
Open Top/Flatbed/Flatrack	5 days	\$15.00 per day
Refrigerated/Tank Containers (wet or dry)	3 days	\$50.00 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

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# NIPPON YUSEN KAISHA (NYK LINE)

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

### FREE TIME AND DETENTION CHARGES (IN THE UNITED STATES ONLY)

#### 1. FREE TIME

- A. **Regular Equipment:** Day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays, and Holidays (See Notes).
- B. **Operating Reefer/Tank & Other Specialized Container Not Covered Elsewhere:** Day of initial interchange plus three (3) working days, i.e., excluding Saturdays, Sundays, and Holidays (See Notes).

#### 2. CHARGES

- A. The Motor Carrier will be assessed a daily chassis usage charge in any circumstance that NYK Line N.A. provides a chassis for moves that are not carrier arranged shipments, which originate from a facility that is operating in the South Atlantic Chassis Pool, the applicable Chassis Provision Charge for shipments arriving/departing on all services shall be \$14.50 per day in addition to the Container charges listed below. The South Atlantic Chassis Pool currently operates in the following major cities:

- Atlanta, GA
- Birmingham, AL
- Charleston, SC
- Charlotte, NC
- Jacksonville, FL
- Savannah, GA
- Tampa, FL
- Wilmington, NC

- B. Detention Charges shall be charged for each calendar day following free time as follows (See Notes):

<u>TYPE OF EQUIPMENT</u>	<u>CHARGES PER DAY</u>
Dry Containers/Trailers	\$100.00
Open Top, Bulk, Hard Top, Ventilated & Flat Rack Containers	\$120.00
Operating Reefer/Tank & Other Specialized Container Not Covered Elsewhere	\$150.00
Bare Chassis	\$ 45.00

#### Notes:

- 1 a. Regular equipment includes equipment of all sizes, with or without chassis, among others, 20 and 40 foot dry containers, high-cube containers, open-top containers, flat rack containers, bare chassis, standard flatbed trailers, etc. other than operating refrigerated equipment, tank equipment, and other specialized container not covered elsewhere.
- b. Free time shall commence at the following business day after initial interchange, and exclude Saturday, Sunday and holidays. Once free time expires, Detention/Per Diem charges shall be charged for each calendar day, including Saturday, Sunday and holidays, until equipment is returned to the custody of NYK Line. 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.
- c. 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.

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# NORDANA LINE

## I. FREE DAYS AND USAGE 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 daily Usage 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 Usage Charge (per diem):

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

**C. EXCEPTION:** For intermodal equipment re-used (i.e. import (load) to export (load)), 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 Usage Charges as per this Addendum.

**D. EXCEPTION:** For intermodal equipment, which is released empty and later returned empty (i.e. empty to empty) without an intervening Nordana shipment, Motor Carrier shall be entitled to no Free Time and the Motor Carrier shall be responsible for the payment of Usage 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 consecutive calendar days shall be granted and Motor Carrier shall be responsible for the payment of Usage 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 Usage 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 Usage Charges as per this Addendum.

**G. EXCEPTION:** For equipment released to a Motor Carrier for subsequent activity related to official US government intervention (i.e. Customs-CBP, USDA, FDA, etc., excluding US government seizure), no additional Free Time shall be granted, but daily Usage Charge shall be reduced as per below schedule. This special Usage Charge rate shall commence upon receipt into the government owned or appointed facility and ceases on the day government official grants written release of equipment. Thereafter, standard (Section I, A-B) Usage Charges and terms apply. However, in order to qualify for the reduced Usage Charge rate, Motor Carrier will be required to furnish both in and out government facility interchange receipts to the Provider. Motor Carrier remains responsible for the payment of Usage charges as per this Addendum.

20ft or 40 ft Container with or without Chassis: \$20.00 / day

**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. If 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 granted an extra five (5) free consecutive calendar days per each container which will be applied to the associated chassis (standard Usage 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 container is returned to the Provider.

(NORDANA LINE CONT'D)

**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**

**REVISION EFFECTIVE: JUNE 1, 2011**

**IIEC REVISION: JANUARY 18, 2008**

## North American Chassis Pool Cooperative LLC

**III. Rental Billing Calculation** – Motor Carrier agrees to pay NACPC a Chassis Rental/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. There are no free days at the beginning of the Interchange Period and all days are billable including weekends and holidays.
- C. 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.
- D. Daily Chassis Rental/Use Charges and any changes with their effective date to those rates will be published on [www.nacpc.org](http://www.nacpc.org). NACPC 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 NACPC use agreement, on or after the published effective date.
- 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 \$20 per day.

### IV. Invoicing and Invoice Terms

- A. Unless otherwise notified by Motor Carrier, NACPC will send invoices to either the email address or physical address Motor Carrier has registered with IANA for UIIA Notices or post them on a website.
- B. Where proof of NACPC'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, NACPC's system recorded invoice created date shall be used.
  - c. For web invoices, system recorded date invoice was created shall be used.
- C. For invoice dispute deadline purposes, Motor Carrier's recorded date on mailed invoices or email or website date will be used as the receipt date.
- D. Subject to deadlines for invoicing in the UIIA, the frequency for NACPC's invoicing of Motor Carrier shall be determined by NACPC and is subject to change.
- E. All invoices must be paid in full within thirty (30) days of the invoice date.
- F. 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.
- 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.

### V. Method of Invoice Dispute Resolution

- A. The following dispute resolution process applies for all types of invoices issued by NACPC or its agent.
- B. Motor Carrier shall advise NACPC in writing of any disputed items on invoices within 30 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 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 NACPC.

**(North American Chassis Pool Cooperative LLC Continued)**

C. Disputes must include:

- a. Motor Carrier's name, address, telephone number and email address
- b. A copy of NACPC's invoice with all supports
- c. A detail explanation of the dispute
- d. Documents (i.e. gate receipts) to support the dispute
- e. A reasonable recommendation for a remedy

D. Motor Carrier shall provide disputes in writing to the party listed on the invoice.

E. NACPC will respond to all claims within 30 days

**EFFECTIVE:     APRIL 1, 2013**

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## NORFOLK SOUTHERN CORPORATION

### SECTION 1: GENERAL DEFINITIONS

- 2.4 Equipment Use Charge is the hourly rate for use of Equipment interchanged to Motor Carrier. Any fraction of an hour used is rounded to the next full hour. The Notify Party (Motor Carrier) will be responsible for payment of Equipment Use Charges for the entire time Equipment is in possession of the Motor Carrier, including time Equipment is held for loading or unloading at a shipper's siding. Equipment Use Charges are set forth in Section 6.1
- 1.5 U.S./Canadian Funds Charges are stated in U.S. Funds. If Motor Carrier's principal bank for payment of its accounts is located in Canada, the charges may be paid in either U.S. or Canadian funds, but any payment in Canadian funds shall be equivalent to all charges shown, computed in U.S. dollars. If charges are paid in Canadian funds, the exchange rate shall be that rate computed by NS in accordance with Tariff CFA 6016 Item 10 (last revised January 1, 1991) for all its other miscellaneous billings on the date of the bill.

### SECTION 3: EQUIPMENT INTERCHANGE TO MOTOR CARRIER

- 3.1 Notification Notification shall mean telephone, facsimile or other electronic transmission of advice that Equipment is available for pickup. NS shall provide only one Notification of the availability of Equipment for pickup. Notification shall be given (i) to Motor Carrier if identified on the bill of lading or other shipping documents as the notify party, (ii) to the notify party on such documents if the Motor Carrier is not identified, or (iii) to any other party identified on such documents if neither Motor Carrier nor a notify party is identified on the documents. If Motor Carrier specified as the Notify Party refuses Notification, the Motor Carrier must contact NS and advise of refusal. The Motor Carrier actually interchanging the Equipment will then be responsible for Equipment Use and Storage Charges from the time NS contacted the shipper of record.
- 3.2 Destination Storage If the Motor Carrier receives Notification the Motor Carrier shall pay to NS any applicable destination storage charges, as stated in the NS Exempt Intermodal Transportation Rules Circular (last revised March 29, 2007) or subsequent document, as amended from time to time. NS shall provide the Motor Carrier with a copy of the pertinent provisions, and shall mail or deliver to the Motor Carrier a copy of any change to these provisions thirty days prior to the effective date of the change.
- 3.3 Motor Carrier Representative's Authority; Verification Motor Carrier authorizes any and all of its drivers, employees, agents or representatives to inspect Equipment; to execute the Equipment Interchange Receipt in its current form or any form which does not impose additional legal obligations; and, to interchange Equipment to NS and from NS into Motor Carrier's account, possession, custody and responsibility under this Addendum.

### SECTION 4: MOTOR CARRIER RETURN OF EQUIPMENT

- 4.1 Equipment Return Conditions: NS Refusal of Return Unless Equipment complies with Sections D.3.d. and E.5.a. of the UIIA, NS may refuse return of the Equipment and removal of it from Motor Carrier's account and responsibilities under this Addendum.
- 4.2 Day of Return for:
- A. Empty Equipment returned to NS is the calendar day and hour in which all of the following conditions are met: (i) the Equipment has passed any safety inspection reasonably required by NS, or has been accepted by NS because only Equipment Owner's responsibility repairs are required; and (ii) has been uncoupled from Motor Carrier's power unit.
- B. Loaded Equipment returned to NS is the calendar day and hour on which all of the conditions for Day of Return for Empty Equipment is met, and (iii) NS has been provided in writing or via EDI with complete shipping instructions.
- C. Equipment returned to parties in Appendix B is the day NS is relieved of all legal and financial responsibility (including use charges) for the Equipment.
- 4.3 Permitted Proper Return. Motor Carrier may return Equipment (i) to NS at the terminal where it was picked up, or (ii) if picked up loaded, to a party in Appendix B, subject to any applicable charges in Section 6.1
- 4.4 Equipment Interchange Certificate. If Motor Carrier returns or interchanges Equipment to a party other than NS, Motor Carrier shall provide an interchange certificate (as contained in Appendix C) via fax, to NS at the terminal where the Equipment was picked up within 5 days of its return or interchange. Certificates must be sent to the attention of the Terminal Manager of the location where Equipment was received. In the event of a dispute, fax confirmations are acceptable proof that a certificate has been sent.

(NORFOLK SOUTHERN CONT'D)

**SECTION 5: FREE TIME**

- 5.1 The Motor Carrier picking up Equipment will be responsible for all Equipment Use Charges incurred from the initial notification of the availability of the Equipment OR the time Equipment is interchanged empty from an NS terminal to Motor Carrier. Initial Notification is the first notification of availability by NS to the Notify Party specified in the waybill.
- 5.2 Free time will be computed for Equipment interchanged between the parties under the following schedule.
- (A) Equipment interchanged to Motor Carrier loaded and returned to NS loaded:  
120 HOURS FREE FROM TIME OF NOTIFICATION
- (B) Equipment interchanged to Motor Carrier (a) empty and returned loaded to NS, or (b) loaded and returned to NS empty, or (c) loaded or empty to a carrier listed in Appendix B:  
72 HOURS FREE FROM TIME OF NOTIFICATION
- (C) Equipment interchanged to Motor Carrier empty and (i) returned empty to NS, or (ii) returned to another party, or (iii) not returned:  
0 HOURS FREE
- 5.3 Only one Free Time period will be allowed for Equipment prior or subsequent to its loaded movement via NS, regardless of transfer of possession of the Equipment among consignor(s), consignee(s), other third parties (including other carriers) and Motor Carrier.
- 5.4 Saturdays and Sundays will be counted when calculating Free Time for Equipment Use Charges.
- 5.5 Holidays At NS terminals in the U.S., holidays used in computing Free Time shall include only New Year's Day, President's Day (formerly Washington's Birthday), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

**SECTION 6: EQUIPMENT USE CHARGES**

- 6.1 Equipment Use Charges Equipment Use Charge is the hourly rate for use of Equipment interchanged to Motor Carrier as follows:

<b>Rail Controlled Trailer</b>	<b>= \$1.25 per hour</b>
<b>Private Container</b>	<b>= no charge</b>
<b>Chassis</b>	<b>= no charge</b>

NOTE: **Any fraction of an hour is rounded to the next full hour.**

Equipment Use Charges will be billed monthly for all pieces of Equipment returned to NS or interchanged to another rail carrier by the last day of the preceding month. Monthly billable amounts will be determined based on a credit/debit system. When Equipment is returned or interchanged to another rail carrier before the Free Time Allowance elapses, credit points will be issued. Credit points will equal the number of unused hours remaining in the Free Time Allowance. When Equipment is returned or interchanged to another rail carrier after the Free Time Allowance elapses, debit points will be issued. Debit points will equal the number of hours used in excess of the Free Time Allowance. If Equipment is returned during the last hour of the Free Time Allowance, no debit or credit points will be issued.

- 6.2 Equipment Use Billing Each month, all credit and debit points will be summed to determine a net debit/credit total. If the net total equals a credit or zero, a monthly statement will be issued but **NO** payment will be due. If the net total equals a debit, the amount due will be calculated as the number of debit points times the hourly rate in Section 6.1. Credit points remaining at the end of each month will expire and will not be credited to the next month. Credit points are not dollars, will not be refunded, nor can they be used to pay or offset charges other than Equipment Use Charges.

When a loaded piece of Equipment is taken from a NS Terminal and interchanged under load to another rail carrier within the cycle time allowance, a maximum of twelve (12) credit points will be issued, regardless of the amount of cycle time remaining on the Equipment.

- 6.3 Unscheduled NS Terminal Closing Equipment Use Charges shall not accrue for Equipment during an Unscheduled NS Terminal Closing if Equipment is returned to NS by the end of the next NS business day on which the NS terminal is open.

- 6.4 Equipment Use Charges for Lost, Stolen, Destroyed Equipment Equipment Use Charges for lost, stolen or destroyed Equipment shall cease on the NS business day after Motor Carrier notifies the NS Senior AVP Intermodal Operations or NS Manager Intermodal Maintenance of the loss of or casualty to the Equipment. If Equipment is found and its return is accepted by NS or another carrier, Equipment Use Charges shall be reinstated retroactive to the day they ceased, and shall accrue until the Day of Return (defined in Section 4).

**(NORFOLK SOUTHERN CONT'D)**

- 6.5 Misuse Charges Upon reasonable notice, Norfolk Southern reserves the right to charge a misuse charge of \$100 for the first day and \$50 per day per piece of Equipment thereafter until Equipment is returned for each day Equipment is outstanding. This will apply to any of the following situations:
- 1) If Motor Carrier picks up an empty or loaded piece of Equipment and uses it for other moves for benefit of the Motor Carrier and returns it empty or loaded to NS or another railroad.
  - 2) Motor Carrier fails to return Equipment within three days after NS makes request in writing. Misuse charges will start to accrue after the third day if Motor Carrier fails to return Equipment.
  - 3) Motor Carrier picks up empty Equipment from NS terminal and returns it loaded to a different NS terminal.
  - 4) Motor Carrier picks up empty Equipment from NS and returns it to another railroad.
  - 5) Motor Carrier picks up loaded Equipment from NS and returns it to another railroad.
  - 6) Motor Carrier picks up loaded Equipment from NS and returns it loaded to another NS terminal.
  - 7) Motor Carrier picks up loaded Equipment from NS and returns it empty to another NS terminal.

**SECTION 7: EQUIPMENT USE AND STORAGE CHARGES / BILLING AND PAYMENT**

- 7.1 Billing and Payment Motor Carrier shall advise NS of its current billing address, and employee by title, to which bills shall be sent, and of its current telephone number.
- 7.2 Undisputed Billing MOTOR CARRIER SHALL PAY NS THE UNDISPUTED PORTION OF EVERY BILL BY ITS DUE DATE, WHICH SHALL BE STATED ON THE FREIGHT BILL. FAILURE TO PAY UNDISPUTED BILLS BY THE DUE DATE SHALL BE GROUNDS FOR IMMEDIATE CANCELLATION OF THIS ADDENDUM.
- 7.3 Disputed Billing Motor Carrier shall provide the NS Customer Accounting Department with written reasons and evidence for any disputed or unpaid bills within 30 days of the freight bill date. If NS does not send Motor Carrier its decision on review of Motor Carrier's reasons for a billing dispute within 90 days of NS' receipt of Motor Carrier's reasons, the dispute will be considered resolved in Motor Carrier's favor. NS will provide Motor Carrier with notification of the dispute resolution decision regardless of the outcome. An opinion issued by NS on review of a billing dispute shall be binding, unless an arbitrator or court finds the opinion to be clearly inaccurate as a matter of law, or clearly contrary to the weight of the evidence.
- 7.4 Reinstatement If 25% of Motor Carrier's non-disputed account balance reaches 90 days old, Motor Carrier's NS Addendum will be canceled (Motor Carrier can not use or interchange NS Equipment) until non-disputed account balance is paid in full. A reinstatement fee of \$300 will be charged, if NS elects to reinstate Motor Carrier's NS Addendum.

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

**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 business days, i.e., excluding Saturdays, Sundays and holidays. (1+5=6)
- B.** Refrigerated/Tank Equipment: Day of initial Interchange plus 3 business days. (1+3=4)
- C.** Trailers other than Flatbeds, all types/sizes leased for special projects: Day of initial Interchange plus 5 business days. (1+5=6)
- D.** Additional Free Time as follows shall be allowed with Equipment, having been used in the import trade, is used by the same consignee, shipper or their agent with the carrier's permission in the export trade, provided that the consignee, shipper or their agent informs the carrier of the export booking during the original free time period:
  - (1) Regular Equipment, Open tops, Flatracks, Chassis: 5 additional business days (1+5+5=11)
  - (2) Refrigerated/Tank Equipment: 3 additional business days. (1+3+3=7)
  - (3) Trailers other than Flatbeds, all types/sizes leased for special projects: 5 additional business 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:

<b><u>TYPE OF EQUIPMENT:</u></b>	<b><u>CHARGE PER DAY</u></b>
Dry Containers/Trailers with Chassis	\$ 85.00
<u>Dry Containers without Chassis</u>	\$ 45.00
Open Top Containers/Flatbed Trailers	\$120.00
Refrigerated/Tank Equipment	\$ 120.00
Bare Chassis	\$ 50.00
Ro-Ro Equipment, Trailers Other than flatbeds, all types/sizes, leased for special projects	\$ 50.00

**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.

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## PACER STACKTRAIN, INC.

### 6. EQUIPMENT MISUSE AND RELATED CHARGES

Cross-over Charge. A “cross-over” occurs when Pacer Stacktrain Equipment is returned to a Pacer Stacktrain network location that is not the same as the location from which the Equipment was taken or to a different location that has not been mutually agreed to by Pacer Stacktrain and Motor Carrier before the Equipment is returned. Motor Carrier will return Pacer Stacktrain Equipment to the same location from which it was taken or to a turn-in location mutually agreed to by Pacer Stacktrain and Motor Carrier before the Equipment is returned. If an Equipment cross-over occurs, Pacer Stacktrain may, in addition to other remedies available to it under this Agreement and applicable law, assess an Equipment cross-over charge of \$350 per container or chassis. This charge may be assessed against Motor Carrier if Motor Carrier caused the Equipment cross-over. Motor Carrier may also be responsible for additional expenses associated with such Equipment cross-over, including but not limited to repositioning costs, per diem Equipment charges, maintenance costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the Equipment.

Adverse Movement Charge. An “adverse movement” occurs when Pacer Stacktrain Equipment is not routed on the Pacer Stacktrain network, is used to transport shipments not authorized by Pacer Stacktrain, or is otherwise routed or used adverse to Pacer Stacktrain, regardless of the mode of transportation. Unauthorized usage of Pacer Stacktrain Equipment for local intrastate or interstate commerce that is unrelated to an immediate movement via Pacer Stacktrain in intermodal service is considered an adverse movement. Moving Pacer Stacktrain Equipment to Alaska is considered an adverse movement. Motor Carrier will not engage in adverse movements of Pacer Stacktrain Equipment. If Equipment is involved in an adverse movement, Pacer Stacktrain may, in addition to other remedies available to it under this Agreement and applicable law, assess an adverse movement charge of \$1,000 per container or chassis. This charge may be assessed against Motor Carrier if Motor Carrier caused the adverse movement. Motor Carrier may also be responsible for additional expenses associated with such adverse movement, including but not limited to the cost of returning the Equipment to Pacer Stacktrain, per diem Equipment charges, maintenance costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the Equipment

Abandonment Charge. An abandonment occurs when Pacer Stacktrain Equipment is returned to or left at a location that is not on the Pacer Stacktrain network, without prior written approval of Pacer Stacktrain. Motor Carrier will not abandon Pacer Stacktrain Equipment. If its Equipment is abandoned, Pacer Stacktrain may, in addition to other remedies available to it under this Agreement and applicable law, assess an Equipment abandonment charge of \$1,000 per container or chassis. This charge may be assessed against Motor Carrier if Pacer Stacktrain records shown that it was the motor carrier to which the Equipment was last Interchanged. Motor Carrier may also be responsible for additional expenses associated with such abandonment, including but not limited to the cost of returning the Equipment to Pacer Stacktrain, per diem Equipment charges, maintenance costs, repositioning costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the Equipment.

### 8. FREE TIME AND EQUIPMENT PER DIEM CHARGES.

8.1 Free Time. Unless otherwise agreed to in writing by Pacer Stacktrain, the following sets forth the free time periods available for use of Pacer Stacktrain Equipment:

1. For loaded Pacer Stacktrain Equipment, usage shall begin at the time of notification or discharge of the load, whichever is later. Notification or discharge that occurs on a Saturday, Sunday or Holiday will be effective as of the next working day. For empty Equipment, usage shall begin at the time of outgate of the empty Equipment. Whenever free time includes a Saturday, Sunday or Holiday, such Saturday, Sunday and Holiday shall count as additional free days. A Saturday, Sunday or Holiday that follows the expiration of free time shall be counted as billable days. Pacer Stacktrain determines whether a day is a Holiday based on the holiday schedule of the geographic location where the Equipment is located. “Holidays” for Canada, Mexico and the United States are defined in the Stacktrain Rules.
2. Empty Pacer Stacktrain Equipment returned loaded shall receive the day of Interchange and the next two (2) working days free when the Equipment is in the state of California, Oregon, Utah or Washington. For all other states and Canada, the Equipment shall receive the day of Interchange and the next three (3) working days free.
3. Loaded Pacer Stacktrain Equipment returned empty shall receive the day of discharge or notification, whichever is later, and the next two (2) working days free when the Equipment is in the state of California, Oregon, Utah or Washington. For all other states and Canada, the Equipment shall receive the day of notification or discharge, whichever is later, and the next three (3) working days free. In the event that discharge or notification data is not available, the day the Equipment outgates shall be considered the day of notification/discharge for the purposes of calculating free days and usage charges.

**(PACER STACKTRAIN CONT'D)**

4. Loaded Pacer Stacktrain Equipment returned loaded shall receive the day of discharge or notification, whichever is later, and the next four (4) working days free when the Equipment is in the state of California, Oregon, Utah or Washington. For all other states and Canada, the Equipment shall receive the day of notification or discharge, whichever is later, and the next five (5) working days free. In the event that discharge or notification data is not available, the day the Equipment outgates shall be considered the day of notification/discharge for the purposes of calculating free days and usage charges.

**8.2 Equipment Per Diem Charges.** Unless otherwise agreed to in writing by Pacer Stacktrain, the following sets forth the use charges after expiration of free time assessed for use of Pacer Stacktrain Equipment:

1. Pacer Stacktrain Equipment 20, 40 or 45 feet in length, outgated empty and returned loaded, outgated loaded and returned empty, or outgated loaded and returned loaded, shall be charged \$30 per day from the first billable day and every day thereafter through the 10th billable day. The charge for the 11th billable day and every day thereafter will be \$80 per day.
2. Pacer Stacktrain Equipment 48 or 53 feet in length, outgated empty and returned loaded or outgated loaded and returned empty, shall be charged \$30 per day from the first billable day and every day thereafter through the seventh billable day. The charge for the eighth billable day and every day thereafter will be \$80 per day.
3. Pacer Stacktrain Equipment 48 or 53 feet in length, outgated loaded and returned loaded, shall be charged \$30 per day from the first billable day and every day thereafter through the 14th billable day. The charge for the 15th billable day and every day thereafter will be \$80 per day.
4. Pacer Stacktrain Equipment of any size outgated empty and returned empty, shall be charged \$80 per day from the date of Interchange until returned. The charges set forth in Section 6 may also be assessed.

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**Effective: October 1, 1999**

**Revised: June 11, 2010**

## PACIFIC INTERNATIONAL LINES (PRIVATE) LIMITED

### A. 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.

### 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><u>SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES</u></b>		
<b><u>EQUIPMENT</u></b>	<b>FIRST 5 DAYS AFTER FREE TIME</b>	<b>EACH CALENDAR DAY THEREAFTER</b>
20' Standard	\$ 85.00 per day	\$ 85.00 per day
20' Open Top	\$ 100.00 per day	\$ 100.00 per day
20' Flat	\$ 100.00 per day	\$ 100.00 per day
20' Refrigerated	\$ 120.00 per day	\$ 120.00 per day
40' Standard	\$ 85.00 per day	\$ 85.00 per day
40' Open Top	\$ 100.00 per day	\$ 100.00 per day
40' Flat	\$ 100.00 per day	\$ 100.00 per day
40' High Container	\$ 85.00 per day	\$ 85.00 per day
45' Container	\$ 85.00 per day	\$ 85.00 per day
40' Refrigerated	\$ 120.00 per day	\$ 120.00 per day
20' Chassis	\$ 36.00 per day	\$ 36.00 per day
40' Chassis	\$ 36.00 per day	\$ 36.00 per day
45' Chassis	\$ 36.00 per day	\$ 36.00 per day
Genset	\$ 85.00 per day	\$ 85.00 per day

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EFFECTIVE: APRIL 8, 2007

**PASHA HAWAII TRANSPORT LINES LLC**

**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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**EFFECTIVE DATE: JANUARY 3, 2013**



**SEA STAR LINE, LLC**

**VI. 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.

**NOTE 4:** If Motor Carrier tenders Provider's equipment to a rail ramp, Motor Carrier is responsible to return chassis to designated terminal or container facility unless instructed otherwise. Failure to return chassis will result in application of use charges as listed in below:

**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

**TRAILERS**

40 foot flatbed trailer	\$30.00
43 foot tank trailer	\$35.00
45 foot flatbed trailer	\$35.00
45 foot high-cube trailer	\$35.00
48 foot flatbed trailer	\$40.00
48 foot high-cube trailer	\$40.00

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SEASTAR LINES CONTINUED)

**CHASSIS**

20 foot tandem axle chassis	\$25.00
20 foot sliding tandem axle chassis	\$30.00
20 foot tri-axle chassis	\$35.00
40 foot tandem axle chassis (non-extendable)	\$30.00
45 foot tandem axle chassis (non-extendable)	\$30.00
40/45 foot tandem axle chassis (extendable)	\$35.00
48 foot tandem axle chassis	\$35.00
40/45/48 foot tandem axle chassis (extendable)	\$40.00

**MISCELLANEOUS**

Portable Generator (GENSET)	\$30.00
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## SEABOARD MARINE LTD.

### 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 of 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 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 he 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 two (2) working days.
- ii. For refrigerated or temperature controlled containers including but not limited to lengths of 20', 40' and genset equipped chassis: Day of initial interchange plus one (1) working day.
- iii. For Special Equipment (open top containers, flat racks, low boy trailers, etc.): Day of the initial interchange plus two (2) working days.
- iv. For all chassis (except genset equipped chassis): The day of the initial interchange plus two (2) working days.
- v. 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.

### E. Per Diem.

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:

Equipment	Charge
Dry Containers	\$50.00 per day or fraction thereof
Dry container with chassis	\$75.00 per day or fraction thereof
Refrigerated (Temperature Controlled) containers	\$150.00 per day or fraction thereof
Refrigerated (Temperature Controlled) containers with chassis	\$200.00 per day or fraction thereof
Flatracks, Open Tops or Tank Equipment	\$75.00 per day or fraction thereof
Flatracks, Open Tops or Tank Equipment with chassis	\$100.00 per day or fraction thereof
Dry chassis	\$25.00 per day or fraction thereof
Gen-set chassis, lowboys or other special trailers	\$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: <address, fax and email> 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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Effective: June 25, 2013

## Somers Isles Shipping 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.

#### 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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EFFECTIVE: JUNE 1, 2004

**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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**EFFECTIVE: MAY 1, 2004**  
**(name change to Swire Shipping January 22, 2007)**

# TransAtlantic Lines LLC

## 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 4 working days.
- (2) For 20 or 40 foot flatrack, seadeck, or platform containers: Day of initial interchange plus 4 working days.
- (3) For 20 or 40 open top containers: Day of initial interchange plus 4 working days.
- (4) For refrigerated or tank containers: Day of initial interchange plus 4 working days.
- (5) For other equipment which may be provided like trailers, low boy trailers and equipment, chassis leased for special projects: Day of initial interchange plus 4 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> :	\$ 20.00 per day
(2) For 20 or 40 foot flatrack, seadeak, 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:	\$ 30.00 per day
(5) For other equipment, including chassis without container:	\$ 20.00 per days

#### NOTES:

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

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# TURKON CONTAINER TRANSPORTATION & SHIPPING, INC.

## FREE TIME AND PER DIEM CHARGES

### 1. FREE TIME - UNITED STATES

On all interchanged equipment, the day of interchange and the first four days after the day of interchange will be considered days of grace during which time no charge will be made for the use of the equipment. Saturdays, Sundays and holidays will be excluded as chargeable days for the purpose of computing free time only. Thereafter, full per diem will be assessed on a straight calendar day basis. As between carriers domiciled in the United States. Holidays refer to those enumerated in labor contracts applicable to terminal operations at point of interchange.

### 2. TABLE OF CHARGES

<b>EQUIPMENT TYPE</b>	<b>CHARGE</b>
20' Dry Van Container	\$ 60.00 Per Day
20' Open Top Container	\$ 70.00 Per Day
40' Dry Van Container	\$ 112.00 Per Day
40' Open Top Container	\$ 125.00 Per Day
40' Flat Rack Container	\$ 150.00 Per Day
40' Reefer Container	\$ 200.00 Per Day
40' High Cube Container	\$ 125.00 Per Day
40' Pallet Wide High Cube Container	\$ 125.00 Per Day
45' High Cube Container	\$ 125.00 Per Day
20' Bare Chassis Only	\$ 60.00 Per Day
40' Bare Chassis Only	\$ 112.00 Per Day
<b>* All Container rates include chassis charges</b>	

## 2. **ADDITIONAL TERMS AND CONDITIONS**

### 1. Exceptions:

- a) Where a two way (export/import or vice versa) loaded movement is involved the free time will be increased by two working days.
- b) Free time involving the movement of military household goods shall be the day of interchange plus four additional days for load out/empty out/load in, exclusive of Saturdays, Sundays and Holidays. The free time will be increased by five days where a two-way movement is involved (load out/load in).
- c) All equipment use rates are billed on a calendar day basis.
- d) Collection expenses incurred by Turkon Lines in collecting past due use charges shall be invoiced to the delinquent Motor Carrier.

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Effective: August 25, 1997

Revised: August 10, 2007

## UNION PACIFIC RAILROAD COMPANY

### 2. ADDITIONAL TERMS.

The following definitions, as used and defined in this Addendum, are deemed a part of the Agreement:

- (i) "Authorized Rail Carrier" shall mean a rail carrier other than UPRR which is authorized by UPRR to receive loaded Equipment for rail transit.
- (ii) "Chassis" shall mean UPRR owned, controlled or leased chassis bearing a "UPNZ" marking or other chassis that UPRR has designated to be part of its neutral chassis pool.
- (iii) "Day" shall mean a 24-hour period, or any fraction thereof, beginning at 5:00 p.m.
- (iv) "Designated Pool Location" shall mean the UPRR owned or controlled intermodal ramp where the Chassis (as defined in subparagraph (ii) above) are to be interchanged to and from Motor Carrier.
- (v) "Detention Charges" shall mean the charges assessed by UPRR to Motor Carrier after free time, if applicable, has expired during the period of time that Motor Carrier has possession of UPRR owned or controlled Equipment including UPRR Marketed Containers. Detention charges for EMP Containers will be billed directly to the customer that requested the EMP Container. Detention charges shall not be assessed by UPRR for Private Equipment.
- (vi) "Dollars" shall mean U.S. Dollars and all charges set forth in this Addendum and all payments to UPRR (if applicable) shall be in U.S. Dollars.
- (vii) "Equipment" as such term is used in the Agreement and this Addendum shall include EMP Containers and its or their mated Chassis, unless indicated otherwise, and any other intermodal equipment that is Interchanged to Motor Carrier.
- (viii) "EMP Containers" shall mean containers with "EMPU", "EMUU" and "BCYU" marks. The EMP Containers shall be considered UPRR leased and controlled Equipment.
- (ix) "Holidays" shall mean New Year's Day, Washington's Birthday (the Monday it is observed), Good Friday, Memorial Day (the Monday it is observed), Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Year's Day. If a particular Holiday falls on Saturday, the Holiday will be observed on Saturday. If a particular Holiday falls on a Sunday, the Holiday will be observed on Monday.
- (x) "Private Equipment" shall mean Equipment not owned, controlled or marketed by UPRR.
- (xi) "Storage Charges" shall mean charges assessed after expiration of free time while loaded or empty Equipment is at a UPRR intermodal facility from time of grounding of Equipment off of a train until the Equipment leaves the UPRR intermodal facility. Storage charges shall apply to both UPRR owned or controlled Equipment (including EMP Containers) and Private Equipment.
- (xii) "UPRR Marketed Containers" shall mean private containers owned or leased by steamship lines that UPRR controls and offers to third parties for loading and subsequent rail transit by UPRR and, if applicable, connecting Authorized Rail Carriers to designated locations.

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**EXHIBIT 1  
TO  
UP'S ADDENDUM TO THE UIIA**

**FREE TIME AND CHARGES**

**A. WHEN FREE TIME BEGINS FOR STORAGE AND DETENTION.<sup>1</sup>**

Except as set forth in Paragraphs B-II.1, B-II.3 and B-II.4 below, free time allowed for use of Equipment shall be computed as follows:

1. Storage Free Time will commence with the first 12:01A.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 EMP Containers will be as provided in the current EMP Container program.

**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. EMP CONTAINERS. NEUTRAL CHASSIS POOL CHASSIS. UPRR MARKETED CONTAINERS. B-I STORAGE - FREE TIME AND CHARGES.**

1. Free Time. **48 hours** free time will be allowed.
2. 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.
3. 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.

**B-II. DETENTION - FREE TIME AND CHARGES.<sup>2</sup>**  
(UNION PACIFIC CONT'D)

<sup>1</sup> See also Exhibits 4 and 5 which contain special provisions relating to UPRR's neutral chassis pool and the EMP Container program.

<sup>2</sup> The provisions contained in UPRR's separate agreement with each customer using EMP Containers shall govern charges relating to EMP Containers. EMP Detention charges shall be billed and collected directly from the EMP customers by REZ-1, which is an independent company administering the EMP program for UPRR and Norfolk Southern.

1. **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.

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#### EXHIBIT 1

**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.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.

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

1. 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.
2. 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.
3. 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.
4. 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.

#### **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-II.2. above shall apply. For **Loaded** or **Empty** Equipment

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**EXHIBIT 1**

crossed over in the same city to a UPRR or Southern Pacific ramp, or vice versa, the crossover penalty will be waived by UPRR, with the understanding, however, that the provisions contained in Paragraph B-III.2 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 a UPRR to a Southern Pacific Ramp, or vice versa.

**SEASONAL EXCEPTIONS:**

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.

5. 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.
6. 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.
7. 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 MARKETED BY UPRR).**

**C-I. STORAGE — FREE TIME AND CHARGES**

1. Free Time. Except as set forth in Paragraph 2 below, **48 hours** free time will be allowed.
2. 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.
3. 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.
4. 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.

**C-II. AN ADDITIONAL CHARGE THAT MAY APPLY TO PRIVATE EQUIPMENT**

A charge of **\$200** will be assessed when **Loaded** or **Empty** 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  
UP'S ADDENDUM TO THE UIIA**

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**SPECIAL PROVISIONS  
RELATING TO UPRR'S  
NEUTRAL CHASSIS POOL**

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

The Motor Carrier will use a Chassis (as defined in Paragraph 2 of this Addendum) to facilitate the movement of UPRR owned, leased or controlled Equipment, UPRR Marketed Containers, EMP 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 \$11.00 per Day per Chassis charge will be assessed for the first 7 Days and \$20.00 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 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.

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

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**SPECIAL PROVISIONS  
RELATING TO THE EMP  
CONTAINER PROGRAM**

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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 three 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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## UNITED ARAB SHIPPING CO.

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

#### 1. FREE TIME

(A) On all interchange equipment, the day of interchange and the first four days after the day of interchange will be considered days of grace during which time no charge will be made for the use of the equipment. Thereafter, full per diem will be assessed on a straight calendar basis. Saturdays, Sundays and holidays will be excluded as chargeable days for the purpose of computing free time only. As between carriers domiciled in the United States, holidays refer to those enumerated in labor contracts applicable to terminal operations at point of interchange.

#### 2. TABLE OF CHARGES

<u>EQUIPMENT TYPE</u>	<u>FIRST FIVE (5) CALENDAR DAYS AFTER FREE TIME</u>	<u>EVERY CALENDAR DAY THEREAFTER</u>
20' Dry Van Container	\$ 30.00 per day	\$ 60.00 per day
20' Open Top Container	\$ 40.00 per day	\$ 80.00 per day
20' Flat Rack Container	\$ 40.00 per day	\$ 80.00 per day
20' Refrigerated Container	\$ 75.00 per day	\$ 150.00 per day
40' Dry Van Container	\$ 40.00 per day	\$ 80.00 per day
40' Open Top Container	\$ 60.00 per day	\$ 120.00 per day
40' Flat Rack Container	\$ 60.00 per day	\$ 120.00 per day
40' High Cube Container	\$ 60.00 per day	\$ 120.00 per day
40' Refrigerated Container	\$ 100.00 per day	\$ 200.00 per day
Chassis (20' or 40')	\$ 30.00 per day	\$ 60.00 per day

**Note 1:** Per Diem for container and chassis is determined by adding the container and chassis per diem.

**Note 2:** These rates are subject to change with thirty days prior notice.

#### 3. Free Time for Equipment Not Used

A. On interchange equipment that is returned to the point of interchange empty (i.e. dispatched for an export move and not used, there will be no grace period for this returned equipment and full per diem will be assessed on a straight calendar basis. The equipment will also be assessed gate charges (both out and in).

#### 4. Table of Charges for Equipment Not Used

##### A. Gate Charges for Equipment Not Used

Gate Out Charge	\$100.00 per container (for all Marine depots)
Gate In Charge	\$100.00 per container (for all Marine depots)
Gate Out Charge	\$ 50.00 per container (for all non-Marine depots)
Gate In Charge	\$ 50.00 per container (for all non-Marine depots)

##### B. Per Diem Charges For Equipment Not Used

20' Dry Van Container	\$ 20.00 per day
20' Open Top Container	\$ 40.00 per day
20' Flat Rack Container	\$ 40.00 per day
20' Refr. Container	\$ 75.00 per day
40' Dry Van Container	\$ 20.00 per day
40' Open Top Container	\$ 40.00 per day

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-more-

(UNITED ARAB SHIPPING CONTINUED)

40' Flat Rack Container	\$ 40.00 per day
40' High Cube Container	\$ 20.00 per day
40' Refr. Container	\$100.00 per day
Chassis (20' or 40')	\$ 20.00 per day

**Note 1:** Per Diem for container and chassis is determined by adding the container and chassis per diem.

**Note 2:** These rates are subject to change with thirty days prior notice in accordance with Section G.14.a. of the UIIA.

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**EFFECTIVE: FEBRUARY 1, 1996**  
**REVISED: JULY 19, 2013**

**US Lines LLC  
(formerly: ANL-USL)**

**A. 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 the day of interchange plus the next two working days of free time.

**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 expiration of free time.

**SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES**

<b>Import/Export</b>	<b>Port</b>	<b>Container Type</b>	<b>Free Time</b>	<b>Time Frame</b>	<b>Rates</b>	<b>Remarks</b>
Import /Export	All USA	Dry	5 working days	Thereafter	\$165.00	Tanks to be treated as dry
		Reefer	3 working days	1-3 days	\$350.00	
				4+ days	\$400.00	
		NOR (Non-Operating Reefer)	5 working days	Thereafter	\$250.00	
Special Equipment	5 working days	Thereafter	\$400.00			

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**EFFECTIVE: NOVEMBER 1, 2000**  
**REVISED: November 11, 2013**  
**(Name Change to US Lines LLC 10/02/09)**



# USA TRUCK, INC.

## I. NOTIFICATION AND FREE TIME

### A. Free Time Commences

See III. DESTINATION STORAGE, A. Free Time Commences.

### B. Amount of Free Time

See III, DESTINATION STORAGE, B. Amount of Free Time

### C. Weekends

Weekends are not considered free

### D. Holidays

Holidays are not considered free

### E. Unroadworthy Equipment

Equipment is considered roadworthy when the Motor Carrier has executed the standard Interchange Receipt and Inspection Report as required at the railroad checkpoint.

### F. Interchange of Equipment

Motor Carrier shall be responsible for the safe and timely return of trailers or containers to USIT, ordinary wear and tear excepted. Motor Carrier agrees not to interchange trailers or containers obtained from USIT with third parties, other than rail carriers, unless otherwise authorized by USIT. If an unauthorized interchange occurs, Motor Carrier will be assessed a surcharge as set forth in Exhibit A to this Addendum.

Motor Carrier agrees to pay all applicable use charges which will be assessed until return of container or trailer to USIT, is realized.

Motor Carrier shall be responsible to USIT for the performance of this Addendum by itself and by all persons into whose possession the equipment may go until its proper return to USIT.

Motor Carrier shall accept responsibility for all owner operators and their leased power units as if they were Motor Carrier's own employees and vehicles. Tractors must be licensed and display permanently attached logos on both sides.

Equipment obtained from USIT by Motor Carrier will be governed by the terms and conditions of this Addendum. Use charges will be assessed in accordance with this Addendum and Motor Carrier will be held solely responsible for payment.

## II. PER DIEM AND TRAILER DETENTION

### A. Type of Equipment

Containers and Trailers interchanged between USIT and Motor Carrier shall be subject to per diem charges.

### B. Free Time Allowance

Free time shall be computed as follows. Time Included in Linehaul Rate shall be:

Origin: Day of Rail Interchange + 2 Days

Destination: Day of Rail Notification + 2 Days

Weekends are not chargeable if they fall within included time.

### C. Per Diem

In the event Motor Carrier does not return the USIT container or trailer as scheduled, Motor Carrier shall pay USIT per diem charges per day or portion of a day as outlined herein.

Chargeable Time

Days 1-4: \$35 per day

Days 5-7: \$50 per day

Days 8 and beyond: \$150 per day

(Weekends are chargeable)

## III. METHOD OF INVOICE DISPUTE RESOLUTION

Disputes will be resolved through binding arbitration as provided under Section H. of the UIIA in the event the initial dispute of the charges cannot be resolved to the mutual satisfaction of the signatories.

## IV. OTHER CHARGES

### A. Empty to Empty

SEE IV. PER DIEM AND TRAILER DETENTION.

**(USA Truck Continued)**

B. Crossover

SEE IV. PER DIEM AND TRAILER DETENTION.

C. Failure to File Crossover Interchange

Motor Carrier shall furnish disposition of equipment upon request from USIT. In the event Motor Carrier fails to respond to USIT's request for disposition of equipment within five (5) days from date of USIT's request, a surcharge will be assessed to Motor Carrier as set forth in Exhibit A to this Addendum.

D. Hazardous Waste

USIT prohibits the movement of municipal or solid waste in USIT provided equipment. Anyone who knowingly transports such materials in USIT equipment will be solely responsible for either returning the equipment to an acceptable condition or replacing the equipment.

**EXHIBIT A – SURCHARGES**

A \$1000 surcharge will be assessed for each occurrence against the Motor Carrier should the following events occur while in the Motor Carrier's possession. Use charges will be assessed for each day including Saturdays, Sundays and Holidays. Additionally, Motor Carrier will be subject to any additional costs, including but not limited to attorney's fees, in any way related to an unauthorized detention of USIT equipment.

- CONTAINERS or TRAILERS interchanged empty to another rail or water carrier.
- CONTAINERS or TRAILERS interchanged with a Motor Carrier that is not approved to interchange with USIT through the UIIA.
- CONTAINERS interchanged to a rail carrier **other than** BNSF, CSX, KCS, NS, or FEC.

Failure to respond to USIT's request within five (5) days for equipment disposition.

## WAN HAI LINES 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.

#### INTERNATIONAL FREE TIME AND RATES

- A. 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.
- 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.
- B. 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.

	<u>Days 6 &amp; thereafter</u>
20' Dry, Flat Rack, Open Top, High Cube Container and/or Chassis	\$ 85.00/day
40' /45' Dry, Flat Rack, Open Top, High Cube Container and/or Chassis	\$ 85.00/day
	<u>Days 5 &amp; thereafter</u>
20', 40', 40'HC Refrigerated Container and/or chassis (genset)	\$ 120.00/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 days shall not include Saturdays, Sundays or holidays.
- D. 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.

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EFFECTIVE DATE: APRIL 15, 2003  
REVISED: OCTOBER 27, 2006  
IIEC REVISION: JANUARY 18, 2008

# YANGMING MARINE TRANSPORT (YANG MING AMERICA CORPORATION)

## IV. FREE TIME AND CHARGES

### 1. Free Time

Except as may be elsewhere provided in Provider's tariffs (FMC No. 102 last revised 10/1/99, FMC No. 050 last revised 5/25/04, FMC No 061 last revised 6/13/03), the Motor Carrier shall be granted free time of five (5) business days. This five (5) business day period shall run from the day of Interchange plus four (4) additional business days, excluding Saturday, Sunday and legal Holiday.

On all refrigerated or tank interchanged Equipment, Motor Carrier shall be granted free time of three (3) business days, which shall run from the day of Interchange plus two (2) business days, excluding Saturday, Sunday and legal Holiday.

Once free time expires, Per Diem charges shall accrue as set forth in the table of charges. Such Per Diem charges shall include Saturdays, Sundays and legal Holidays will be billed to the Motor Carrier.

### 2. Table of Charges (See Exhibit A)

#### EXHIBIT A

##### TABLE OF CHARGES

<b>Detention on Equipment for ALL services, including Trans Pacific, Trans Atlantic and South America:</b>		
<u>Container Type</u>	<u>Free Time</u>	<u>Detention Charges per Day</u>
Dry Container w/o Provider Chassis	5 working days	@\$ 85.00
Dry Container w/Provider Chassis	5 working days	@\$100.00
Flat Rack/Open Top w/o Provider Chassis	3 working days	@\$100.00
Flat Rack/Open Top w/Provider Chassis	3 working days	@\$115.00
Temperature Controlled Container	3 working days	@\$150.00
<b>Use of Triaxle at request of Cargo for All Services:</b>		
<u>Equipment Type</u>	<u>Free Time</u>	<u>Detention Charge per Day</u>
Triaxle Chassis	5 working days	@\$ 30.00 for the first 2 days
		@\$ 60.00 for the 3rd day and beyond

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 \$150.00 from date of in-gate container interchange.

Retention of a Yang Ming provisioned bare chassis (either owned by Yang Ming, leased by Yang Ming or available to Yang Ming under a pool agreement) by the Motor Carrier subsequent to a Yang Ming 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 and also a daily charge of \$20.00 per day until returned from date of in-gate container interchange. Yang Ming does not accept any liability or costs for chassis retained by truckers without express approval of Yang Ming.

### Per Diem Invoice Dispute Resolution Procedure

- a. In the event Motor Carrier disputes any per diem invoice Motor Carrier must notify Yang Ming (America) Corporation in writing of its intent to dispute and delivered its notice by either fax, e-mail or certified mail.
- b. Motor Carrier shall provide Yang Ming (America) Corporation 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.

**(Yang Ming Marine Transport – Continued)**

- 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.

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**Zim American Integrated Shipping Services Co., Inc. as agents for  
Zim Integrated Shipping Services, Ltd.**

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

**TABLE OF CHARGES**

Type of Equipment	Charges Per Day*
Dry Van Container with or without chassis	\$115.00
High Cube Container with or without chassis	
Special Equipment (viz):	\$125.00
<i>Hanger Containers</i> with or without chassis	
<i>Tank Containers</i> with or without chassis	
<i>Open Top Containers</i> with or without chassis	
<i>Flat rack</i> with or without chassis	
Reefer Container with or without chassis	\$145.00
Bare Chassis (See Note 2 Below)	\$55.00

1. The agreed period on which charges are to be paid shall begin at 12 midnight of the FIFTH day after the trailer is delivered to lessee and end at 12 midnight on the day the trailer is returned to Lessor. (Day of interchange-free; second day-free; third day-free; fourth day-free; fifth day-free; sixth day charges apply). Note that an exception to the free time above will be for special equipment (including reefer containers). Free time on special equipment will be three days as detailed here: 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 February 27, 2009). If the initial five (5) day free time should include a Saturday or Sunday, then the initial Saturday or Sunday shall not be counted when computing Free Time.
2. 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.
3. 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.
4. 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.

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**Effective: February 1, 2005**  
**Revised: December 21, 2012**