

Organization: INDEPENDENT CONTAINER LINE, LTD. (005712)

Tariff: Independent Container Line LTD., FMC-007 (005712-007)

Rule: Free Time and Demurrage (23- 03)

As of November 11, 2021

A. FREE TIME AND CARGO DEMURRAGE OF EQUIPMENT AT DISCHARGING/BILL OF LADING DESTINATION PORT:

1) Dry Containers

All loaded containers that have not been physically removed from the U.S. Port of Discharge or from the onward Bill of Lading Port of Discharge Terminal after expiration of Free Time as defined herein will be assessed a daily Demurrage Charge as per A.1)c) and A.2)b) herein.

a) Free Time

Five (5) working days starting the first full working day of cargo being available at the U.S. Port of Discharge or from arrival of cargo at the onward Bill of Lading Port of Discharge Terminal. Under the latter arrangement, the Carrier shall physically remove and engage the containers for on carriage from the vessels Port of Discharge to the Bill of Lading Port of Discharge Terminal within two(2) working days after the carrying vessel has arrived. In the event Cargo is not available Carrier will notify Merchant and adjust free time accordingly.

c) Demurrage Charges apply per container, per calendar day or fraction thereof:

Calendar Day 1 to 4	USD 120.00
Each Calendar Day Thereafter	USD 150.00

2) Temperature Controlled Equipment

All cargo in containers that has not been physically removed from the Port of Discharge or at the onward Bill of Lading Port of Discharge Terminal after expiration of Free Time as defined herein will be assessed a daily Demurrage Charge as per A.2) a) and b) herein.

a) Free Time

Two (2) working days starting the first full working day of cargo being available at the U.S. Port of Discharge or from arrival of cargo at the onward Bill of Lading Port of Discharge Terminal. Under the latter arrangement, the Carrier shall physically remove and engage the containers for on carriage from the vessels Port of Discharge to the Bill of Lading Port of Discharge Terminal within two(2) working days after the carrying vessel has arrived. In the event Cargo is not available

Carrier will notify Merchant and adjust free time accordingly.

- b) **Demurrage** Charges apply per Temperature Controlled Equipment unit, per calendar day or fraction thereof:

Calendar Day 1 onwards USD 350.00

- 3) Advanced Cargo

In the event cargo is advanced for Carriers convenience, free time would apply as specified in A.1)a) or A.2)a) herein and shall be assessed based on cargo availability for vessel on which cargo was originally booked.

- 4) Storage Consignment

After expiration of Free Time, the Carrier may consign the cargo to storage, in which event all storage, transfer and incidental expenses incurred shall be for the account of cargo.

- 5) Inability of Carrier to Tender Cargo for Delivery under Carrier's Haulage as per Carriers Bill of Lading;

- a) During Free Time Period - If application for delivery is made during the Free Time period, Free Time shall be extended for a period equal to the duration of the Carriers inability to deliver the cargo.
- b) While Cargo is in **Demurrage** - If application for delivery is made while cargo is in **Demurrage**, the Free Time period shall be extended for a period equal to the duration of the Carriers inability to deliver the cargo.

- 6) Shipper Owned Containers / Temperature Controlled Equipment

Unless expressly noted otherwise, all terms and conditions noted in this rule apply equally to Shipper Owned Equipment.

- 7) Assessment of **Demurrage** Charges where Merchant is prevented from removing Cargo due to Force Majeure type events, Cargo Inspection / Holds placed by Government Agencies or reasons beyond Merchants control.

- a) The Carrier will make special provisions to extend Free Time where the Merchant is prevented from removing cargo by factors beyond their control such as, but not limited to, Longshoremen's Strikes Port Closures or Adverse Weather conditions.

- b) Carrier will make special provisions to extend

free time for Cargo Inspection holds placed on cargo by Government Agencies if timely good faith efforts have been undertaken by Merchant or Merchants Agent to satisfy all holds placed by regulatory agencies.

- c) Merchant can request from Carrier to consider extension of free time by submitting in writing to Carrier their request along with all relevant documents and mitigating factors within 15 calendar days or less of the end of the original free time period to:

Import Customer Service Manager
Independent Container Line Ltd.
5620 Cox Road
Glen Allen, VA
Phone #: (804) 222-2220
Email: uswbc@icl-ltd.com

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Rule: Equipment Use Charges - Merchant Haulage (21)

As of November 11, 2021

A) The terms and conditions (including free time allowed and per diem / **detention** or similar charges assessed) governing the use of Dry Container Carrier provided equipment (Dry cargo containers only) by Merchant or Merchants Agents acting on their behalf in connection with Merchant Haulage are as follows:

1. Equipment Use Charges for Cargo Moving via Continental Europe, UK, Ireland and U.S. Ports

(a) The Inland Haulier in possession of Carrier equipment shall pay Carrier charges on the equipment as set forth in item (c) hereof for each elapsed day from and including the day of receipt to the day of return, Free Days excluded. Shipper or Consignee, as the case may be, will be held jointly liable in case their Inland Haulier does not pay Carrier regardless of which party causes the return delay.

(b) Free days:

U.S. Ports

The day of interchange and the next 4 working days will be considered as free days, during which time no charge will be made for the use of the equipment.

(c) Charge days are as follows for container usage:

U.S. Ports

Calendar Days 6-9, \$40.00 per calendar day or fraction thereof; thereafter \$90.00 per calendar day or fraction thereof.

B) The terms and conditions (including free time allowed and per diem /**detention** or similar charges assessed) governing the use of Temperature Controlled Carrier provided equipment (Reefer cargo containers only, Generator Sets not included) by Merchant or Merchants agents in connection with Merchant Haulage are as follows:

1. Equipment Use Charges for Cargo Moving via Continental Europe, UK, Ireland and U.S. Ports

(a) The Inland haulier in possession of Carrier equipment shall pay Carrier charges on the equipment as set forth in item (c) hereof for each elapsed day from and including the day of receipt to the day of return, Free Days excluded. Merchant, as the case may be, will be held jointly liable in case their Inland haulier does not pay Carrier regardless of which party causes the return delay.

(b) Free days:

U.S. Ports

Chester, PA - Three (3) working days or fraction thereof

Wilmington, NC - Three (3) working days or fraction thereof

(c) Charge days are as follows for container and/or Chassis usage:

U.S. Ports

Each calendar day, or fraction thereof, after expiration of free time:

\$200 per container up to and including the day of return.

(d) Generator Sets (Gensets)- Carrier does not supply Gensets for Port / Merchant Haulage moves except under special arrangement to be noted in Tariff or Service Contract rate quotes and filings.

C) U.S Ports - Assessment of Per Diem / **Detention** Charges in the U.S. where Merchant or Merchants haulier is prevented from returning Carriers Equipment due to factors beyond their control.

a) The Carrier will make special provisions to extend Free Time where the Merchant and / or Merchant haulier is prevented from returning Carriers Equipment by factors beyond their control such as, but not limited to, Longshoremens' Strikes, Port Closures and Adverse Weather conditions.

No later than 15 Calendar days after returning equipment
Merchant, Merchants agent or haulier can request from Carrier to
Consider extension of free time by submitting in writing to Carrier
their request along with all relevant documents and mitigating factors to:

Equipment Control Manager
Independent Container Line Ltd.
5620 Cox Road
Glen Allen, VA
Phone# : (804) 222-2220
Email: claims@icl-ltd.com