

**Rule Detail (as of 25May2024)**

Organization: INDEPENDENT CONTAINER LINE, LTD.(005712)

Tariff: Independent Container Line, LTD. - US Import Tariff FMC-007(005712-007) [view Detail](#)

Rule: Free Time and Demurrage(23-03)

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 working day or fraction thereof:

Working Day 1 to 4	USD 120.00
Each Working 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 working day or fraction thereof:

Working 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 Merchant's

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. If Carrier has issued an invoice for Demurrage Charges Merchant can request from Carrier to consider fee mitigation, refund or waiver by submitting a request in writing to Carrier along with all relevant documents and mitigating factors within 30 calendar days of issuance of Carriers invoice to;

Independent Container Line, LTD.

Dbas: ICL

4222 Cox Road

Glen Allen, VA 23060

TEL: 804-222-2220

Email: uswbcs@icl-ltd.com

- e) If Carrier receives a fee mitigation, refund, or waiver request from a billed party, Carrier must attempt to resolve the request within thirty (30) calendar days of receiving such a request or at a later date as agreed upon by both parties.

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Rule: Equipment Use Charges - Merchant Haulage(21)

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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 (see Note 1)

(a) The Merchant 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 Haulier does not pay Carrier regardless of which party causes the return delay.

(b) Free days:

Continental Europe Ports

Truck Transport: the day of interchange and the next 3 calendar days will be considered as free days, during which time no charge will be made for the use of the equipment.

Barge or Rail Transport: the day of interchange and the next 3 calendar days will be considered as free days, during which time no charge will be made for the use of the equipment.

#### Ireland Ports

The day of interchange and the next 9 calendar days will be considered as free days, during which time no charge will be made for the use of the equipment.

#### UK Ports (including Belfast,NIRL)

The day of interchange and the next 7 calendar days will be considered as free days, during which time no charge will be made for the use of the equipment.

#### 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.

NOTE: Equipment delivering import cargo and picking up export cargo will be allowed a total of 10 working days of combined freetime.

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

#### Continental Ports

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

EUR 60 per container up to and including the day of return.

#### Ireland Ports

Calendar Days 1-3 after expiration of freetime: Euros 30 per container per calendar day, or fraction thereof.  
Thereafter Euros 60 per container per calendar day or fraction thereof, up to and including the day of return.

#### CORK, IE

Dry containers day 1 -3

20ft EUR 35

40ft EUR 40

Day 4+

20ft EUR 70

40ft EUR 80

Rates applied on a per container, per calendar day, unless otherwise stated, once free period has expired

Reefer containers day 1 -3

20ft EUR 70

40ft EUR 75

Day 4+

20ft EUR 140

40ft EUR 150

Rates applied on a per container, per calendar day, unless otherwise stated, once free period has expired

UK Ports (including Belfast, NIRL)

Calendar Days 1-7 after expiration of free time: GBP 30 per container per calendar day, or fraction thereof. Thereafter GBP 60 per container per calendar day, or fraction thereof, up to and including the day of return

U.S. Ports

Working Days 1-3 after expiration of freetime: \$40.00 per container per working day, or fraction thereof. Thereafter \$90.00 per container per working 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 (see Note 1)

(a) The Merchant 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 Haulier does not pay Carrier regardless of which party causes the return delay.

(b) Free days:

Continental Ports

Truck Transport: Four (4) calendar days or fraction thereof

Barge or Rail Transport: Seven (7) calendar days or fraction thereof

Ireland Ports

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

UK Ports (including Belfast, NIRL)

Four (4) calendar days or fraction thereof

Detention prior to departure in Southampton:

Free time: 7 calendar days after pick up from terminal.

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:

Continental Ports

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

EUR 70 per container up to and including the day of return.

Ireland Ports

Calendar Days 1-3 after expiration of freetime: Euros 60 per  
unit per calendar day, or fraction thereof.

Thereafter Euros 120 per unit per calendar day or fraction  
thereof, up to and including the day of return.

UK Ports

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

PS 100 per container up to and including the day of return.

Detention prior to departure in Southampton:

Detention at GBP 50/Contr./calendar day.

U.S. Ports

Each working 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) Assessment of Per Diem / Detention Charges in U.S. Ports  
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 Merchants Haulier is prevented from returning Carriers Equipment by factors beyond their control such as, but not limited to, Longshoremens Strikes, Port Closures or Adverse Weather conditions.

b) 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. If Carrier has issued an invoice for Detention Charges Merchant can request from Carrier to consider fee mitigation, refund or waiver by submitting a request in writing to Carrier along with all relevant documents and mitigating factors within 30 calendar days of issuance of Carriers invoice to;

Independent Container Line, LTD.

Dbas: ICL  
4222 Cox Road  
Glen Allen, VA 23060  
TEL: 804-222-2220  
Email: USEquipment@icl-ltd.com

c) If Carrier receives a fee mitigation, refund, or waiver request from a billed party, Carrier must attempt to resolve the request within thirty (30) calendar days of receiving such a request or at a later date as agreed upon by both parties.

Note 1: For U.S. Ports Carrier will only invoice Merchant, not Merchants Hauliers for Per Diem / Detention Charges.