

March 4, 2016

**ADDENDA
TO THE
UNIFORM INTERMODAL INTERCHANGE
AND
FACILITIES ACCESS AGREEMENT**

**As governed by the Intermodal Interchange
Executive Committee and administered by
the Intermodal Association of North America.**

OFFICIAL NOTICE: The Addenda published herein shall serve as Official Notification to the Motor Carrier (User), of Use Charges and other terms that will apply, unless otherwise agreed upon, between the Provider and Motor Carrier of equipment placed in Interchange service under the provisions of the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA).

IMPORTANT NOTICE: The addenda published here in, are done so with the permission of the participating company.

List of Participating Equipment Providers and their addenda

[APL Co. Pte Ltd](#)
[ACL/Grimaldi Group/Inarme](#)
[Bermuda Container Line Limited](#)
[Bridge Chassis Supply LLC](#)
BNSF Railway Company**
Canadian National/Illinois Central Railroad **
Canadian Pacific-US (SOO Line & D&H) **
[China Shipping Container Line](#)
[CMA CGM \(America\) LLC](#)
[COFC Logistics LLC](#)
[Consolidated Chassis Management LLC](#)
[COSCO North America, Inc./COSCO Container Lines Co., Ltd/ China Ocean Shipping Company America, Inc.](#)
CSX Intermodal Terminals, 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](#)
[Hyundai Merchant Marine, Inc.](#)
Iowa Interstate Railroad **
[K- Line America, Inc. - Kawasaki Kisen Kaisha](#)
[Maersk Agency U.S.A., Inc.as agent for A.P. Moller-Maersk dba Maersk Line/Safmarine/Maersk Domestic/SeaLand](#)
[Matson Navigation Company](#)
[Matson Navigation Company of Alaska, LLC](#)
[Mediterranean Shipping Company](#)
[MOL America, Inc.](#)
[National Shipping of America LLC](#)
[Nippon Yusen Kaisha \(NYK Line North America\)](#)
[NileDutch America B.V.](#)
[Nordana Line](#)
Norfolk Southern Corp. **
[North American Chassis Pool Cooperative LLC](#)
[OL&T FoodTrans LLC](#)
[OOCL \(USA\) Inc as agents for Orient Overseas Container Line Limited and OOCL \(Europe\) Limited.](#)
[Pacific International Lines \(Private\) Limited](#)
[Pasha Hawaii Holdings Lines LLC](#)
[Schuyler Line Navigation Company LLC](#)
[Seaboard Marine Ltd.](#)
[Somers Isles Shipping Ltd.](#)
[Swire Shipping \(formerly Indotrans, Inc/Indotrans Pacific\)](#)
[Tiger Cool Express LLC](#)
[Tote Maritime Puerto Rico LLC \(formerly Sea Star Line, LLC\)](#)
[TransAtlantic Lines LLC](#)
[Turkon Container Transportation & Shipping, Inc.](#)
Union Pacific Railroad Company **
[United Arab Shipping Company](#)
[US Lines LLC](#)
[Virginia Int'l. Terminals, Inc.](#)
[Wan Hai Lines Ltd.](#)
[XPO Stacktrain, LLC](#)
[Yangming Marine Transport Corp.](#)
[Zim American Integrated Shipping Services Co, LLC.](#)

**IANA manages these Addenda on an individual basis

APL LIMITED

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchange to Motor Carrier by APL Limited (Provider) using the Uniform Intermodal Interchange and Facilities Access Agreement dated February 1, 1996, or as it may be revised from time to time.

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.

USA 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 foot dry containers: Day of initial interchange plus five (5) working days.
- (2) For 20 or 40 foot flatrack, seadeck or platform containers: 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 foot containers (excluding those listed below):		\$94.00 per day
2.	20 or 40 foot flat-rack, sea-deck or platform containers:		\$94.00 per day
3.	20 or 40 foot open top containers:		\$94.00 per day
4.	Refrigerated or tank containers:		\$165.00 per day
5.	All other Equipment which may be provided such as trailers, low boy trailers and Equipment leased for special projects:		\$110.00 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.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 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.

Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges which have been verified by the 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. In the event any disputed items involve Eagle Credits (I.E. above) it will not be the Provider's obligation to supply reports detailing all such Eagle Credits as earned to the Motor Carrier by invoice.

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(APL Limited continued)

III. DAMAGE AND REPAIRS

Prior to receipt in interchange, Motor Carrier will inspect the Equipment as required by all applicable Federal and State legal requirements. At the time of tender, Motor Carrier will advise the Provider (or its agent or authorized representative at the interchange location) of any observed defects or problems requiring repair.

- A. In the event Equipment is damaged beyond reasonable wear and tear while in the Motor Carrier's possession, or a repair is required in accordance with Exhibit "C" to the UIIA while the Equipment is in the Motor Carrier's possession, the Motor Carrier shall promptly repair the Equipment at its sole cost and expense using parts and materials similar in specification and quality to the original parts and materials. If the estimated cost of the repair exceeds \$250.00 the consent of the Provider must be obtained before the repairs are made. In the event the Motor Carrier arranges for or provides improper, inadequate or inappropriate repairs to Equipment, Provider shall correct such repairs. The cost of correcting improper, inadequate or inappropriate repairs shall be charged to the Motor Carrier. If Motor Carrier fails to make repairs to Equipment required by this section before returning the Equipment to Provider, Provider shall arrange for such repairs to be completed, and Motor Carrier shall be responsible for the cost of such repairs.
- B. Except in cases where the Equipment was damaged beyond reasonable wear and tear while it was in the Motor Carrier's possession, repairs to Equipment for the items listed in Exhibit "B" of the UIIA shall be for the Provider's account. Motor Carrier shall make such repairs as may be necessary, provided however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed \$250.00.
- C. In the event of a failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment, and such replacement reported to Provider showing size, ply, brand and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to either (i) return the replacement tire and rim to the Motor Carrier, or (ii) reimburse the Motor Carrier for the reasonable value of the tire, rim and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time equipment is redelivered to Provider. In the event Motor Carrier fails to return unserviceable tire(s) and rims(s) or it is clear that the tire(s) weren't maintained or were run flat the Provider will invoice Motor Carrier for the value of the tire(s) and rim(s). Invoice amounts shall be \$150.00 for a tire and/or \$30.00 for a rim.
- D. For service to equipment related to APL protected refrigerated container moves:
In this case APL will be billed directly for all services by the over the road service provider or by direct billing through Motor Carrier (substantiated by detailed vendor invoicing and documentation).
- E. Without exception, all tractor related service requirements are the tractor owners responsibility.
- F. Except as modified herein, all provisions related to equipment damage and repair in the UIIA shall apply.

IV. REFRIGERATED EQUIPMENT

- A. Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B. Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this Agreement, contact the Provider for repair approval when the estimated repair cost will exceed \$25.00.
- C. Empty refrigerated equipment must be redelivered in a clean condition or the Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning costs.

V. LOST, STOLEN OR DESTROYED EQUIPMENT

- A. In the event equipment is lost, stolen, or destroyed while in possession or control of Motor Carrier, Motor Carrier will as soon as practicable notify Provider of the incident in writing. In any event Provider shall have the right to request that Motor Carrier redeliver to it equipment which the Provider has reasons to believe has been lost, stolen, or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier within ten (10) days of the request Provider shall treat the equipment as lost.
- B. Settlement for lost, stolen, or destroyed equipment shall be made within sixty (60) days after Motor Carrier has been furnished Provider's invoice.
- C. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen, or destroyed equipment **UNLESS** the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.
- D. Motor Carrier agrees to be responsible for Provider's use charges up to the date an invoice from the Provider has been mailed which covers equipment that has been lost, stolen, or destroyed. In no case will the Provider require more than ten (10) days to prepare an invoice once written notice has been received from the Motor Carrier.

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(APL Limited Continued)

VI. INSURANCE

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000.00 per occurrence.
- B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of \$20,000 for dry vans and \$40,000 for refrigerated equipment.
- D. Motor Carrier shall name APL Co. Pte. Ltd. and Eagle Marine Services (EMS) as additional insureds and loss payees thereof on its general liability and trailer interchange insurance policies as their interest may appear.
- E. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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EFFECTIVE: MAY 1, 1998
REVISION EFFECTIVE: FEBRUARY 20, 2016

ACL/GRIMALDI GROUP/INARME

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. Free Days

- A. Standard containers, flatracks, open top containers without chassis
Imports – day of interchange plus 5 working days
Exports – day of interchange plus 10 working days
- B. Refrigerated containers
Import or export: day of interchange plus 3 working days
- C. Trailers, low boys, flatbeds, or other special project equipment
Import or Export: day of interchange plus 5 working days
- D. Chassis – If Provider is required to provide chassis equipment, there are no free days.

2. Per Diem Charges

- A. Standard containers, flatracks and open tops - \$100.00 per day
- B. Refrigerated containers - \$200.00 per day
- C. Trailers, low boys, flatbeds or other special equipment - \$125.00 per day
- D. Chassis - \$25.00 per day

3. Method of Dispute Resolution

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoices(s). Provider will undertake to reconcile such disputed items within 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 not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges have been verified by the 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.

4. Damage and Repairs

All road service is to be arranged by the Motor Carrier. Flats and damage to tires during the Motor Carrier's possession are the responsibility of the Motor Carrier and repairs to tire unrelated to damage are for the account of the Provider. The Motor Carrier will retain damaged components (tires, rims, etc.) that they feel are recoverable from the Provider and return said components with receipts for repairs and service to the Provider for inspection and for reimbursement. Tire replacements will be of equal size, type and quality.

For reimbursement from Provider to Motor Carrier the Provider must be presented with the following:

Chassis and container number
Location and date of incident
Wheel position
Damage description
DOT numbers for both damaged and replacement tires
Itemized road service invoice with details of labor, materials and taxes

5. Lost, Stolen or Destroyed Equipment

- A. In the event equipment is lost, stolen, or destroyed while in the possession or control of Motor Carrier, motor Carrier will immediately, upon learning of loss, theft or destruction, notify Provider of the incident in writing. In any event Provider shall have the right to request that Motor Carrier redeliver to it equipment which the Provider has reasons to believe has been lost, stolen, or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier or other authorized Provider facility within 10 days of the request Provider shall treat the equipment as lost.
- B. Settlement for lost, stolen, or destroyed equipment shall be made within 30 days from the Provider's invoice date. If settlement is not made within 30 days of the invoice date then Provider will resume per diem billing charges to the Motor Carrier until such time payment is received.
- C. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen or destroyed equipment unless the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.

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(ACL/GRIMALDI GROUP/INARME CONTINUED)

- D. Motor Carrier agrees to be responsible for Provider's use charges up to the date Motor Carrier advises Provider in writing of equipment that has been lost, stolen or destroyed.
- E. If Motor Carrier fails to satisfy invoice and equipment is subsequently found and recovered, Motor Carrier will be responsible to Provider for all charges, incurred during the recovery of said equipment including, but not limited to towing, storage, fines, damages and equipment use charges.

6. Insurance

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000 per occurrence. Deductibles for cargo in excess of \$1,000 will not be accepted unless prior written approval from the Provider is obtained.
- B. Additional insurance covering carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of \$25,000 per unit for all non-owned equipment types. Deductibles for trailer interchange in excess of \$1,000 will not be accepted unless prior written approval from the Provider obtained.
- D. Motor Carrier shall name Provider as an additional insured and loss payee thereof on its general liability and trailer interchange insurance policies as Provider's interest may appear.
- E. Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the regulatory jurisdiction permitting such self-insurance and will be approved by Provider, at its sole discretion, on an individual basis. In addition, Motor Carrier shall where appropriate comply with respect to the policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.
- F. Provider cannot accept insurance coverages that are underwritten by a risk retention group.

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BERMUDA CONTAINER LINE, LTD.

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchange to Motor Carrier by (Provider) using the Uniform Intermodal Interchange and Facilities Access Agreement dated September 15, 2000, or as it may be revised from time to time.

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.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 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. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges which have been verified by the 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.

III. DAMAGE AND REPAIRS

A. In the event equipment is damaged after being received in interchange service by Motor Carrier, the Motor Carrier shall promptly repair the equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds \$100.00 the consent of the Provider must be obtained before the repairs are made. Where Provider ascertains that wrong repairs have been made by Motor Carrier the Motor Carrier agrees to be responsible to Provider for the full cost of correcting such wrong repairs. In the event Motor Carrier fails to repair the damage the Provider will invoice the Motor Carrier the cost of the repairs it caused to be completed.

B. In the event of repairs necessitated by defective equipment Motor Carrier shall make such repairs as may be necessary for the Provider's account; however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed \$250.00.

C. In the event of a blowout and/or failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment, and such replacement reported to Provider showing size, ply, brand and serial numbers of tire(s) removed and applied.

(Bermuda Container Line Continued)

If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (i) return the replacement tire and rim to the Motor Carrier, or (ii) reimburse the Motor Carrier for the reasonable value of the tire, rim, and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time equipment is redelivered to Provider. In the event Motor Carrier fails to return blown out or unserviceable tire(s) and rims(s) or it is clear that the tire(s) weren't maintained or run flat the Provider will invoice Motor Carrier for the value of the tire(s) and rim(s). Invoice amounts shall be \$150.00 for a tire and \$50.00 for a rim.

IV. REFRIGERATED EQUIPMENT

- A. Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B. Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this Addendum, contact the Provider for repair approval when the estimated repair cost will exceed \$200.00.
- C. Empty refrigerated equipment must be redelivered in a clean condition or the Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning costs.

V. LOST, STOLEN OR DESTROYED EQUIPMENT

- A. In the event equipment is lost, stolen, or destroyed while in possession or control of Motor Carrier, Motor Carrier will as soon as practicable notify Provider of the incident in writing. In any event Provider shall have the right to request that Motor Carrier redeliver to it equipment which the Provider has reasons to believe has been lost, stolen, or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier within 30 days of the request Provider shall treat the equipment as lost.
- B. Settlement for lost, stolen, or destroyed equipment shall be made within 90 days after Motor Carrier has been furnished Provider's invoice showing the Depreciated Replacement Value of the Equipment.
- C. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen, or destroyed equipment **UNLESS** the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.
- D. Motor Carrier agrees to be responsible for Provider's use charges up to the date an invoice from the Provider has been mailed which covers equipment that has been lost, stolen, or destroyed. In no case will the Provider require more than 30 days to prepare an invoice once written notice has been received from the Motor Carrier.

VI. INSURANCE

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000.00 per occurrence.
- B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of \$15,000.00 for dry vans and \$30,000.00 for refrigerated equipment.
- D. Motor Carrier shall name Provider as an additional insured and loss payee thereof on its general liability insurance policy as Provider's interest may appear.
- E. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

VII. CHASSIS

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.

EFFECTIVE: June 1, 2004
REVISED: FEBRUARY 27, 2010

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Bridge Chassis Supply (BCS), Limited Liability Company

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum is between the UIIA Motor Carrier Signatory (hereafter referred to as "Motor Carrier") and Bridge Chassis Supply, LLC. (hereafter referred to as "BCS"). This is an Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (hereafter referred to as "UIIA") as allowed for under the terms of the UIIA whereas both Motor Carrier and BCS are signatories to the UIIA.

Whereas, BCS is a limited liability company furnishing intermodal chassis (not Containers) as a Provider under the terms of the UIIA and this Addendum to the UIIA.

Whereas, Motor Carrier desires to obtain chassis from BCS to transport Containers as a Motor Carrier under the terms of the UIIA and this Addendum to the UIIA.

The Parties hereby recognize and agree each time the Motor Carrier Interchanges equipment from BCS in accordance with the UIIA and this Addendum that the Motor Carrier shall remain responsible to the BCS for performance of all provisions of the Agreement including all charges, arising out of the use or operation of Interchanged chassis, regardless of whether Motor Carrier remains in physical possession of the chassis.

It is understood that this Addendum applies solely to the Interchange of chassis between Motor Carrier and BCS; BCS is not a Motor Carrier for hire regulated by federal or state highway motor carrier regulatory authorities. Motor Carrier's obligations under this Addendum run to BCS's owners, principals, affiliates, including any entity having common ownership with BCS, all of whom are deemed to be third party beneficiaries of the UIIA and this Addendum.

I. Chassis Availability

- A. Subject to availability and any quantity limitations imposed by BCS on Motor Carrier, BCS shall provide Motor Carrier with chassis at locations where BCS Interchanges chassis. Availability of BCS chassis is not guaranteed.

II. Chassis Return

- A. In the event BCS requires chassis to be returned to a location other than where received by the Motor Carrier, in the absence of a separate bilateral agreement between the parties designating a chassis return location, BCS or its agent shall post notice of the return location requirements on the internet at www.returnlocation.com. Should the chassis return location change, BCS will notify Motor Carrier of changes in accordance with Section E.1. of the UIIA.
- B. Separate bilateral agreements and emails from BCS issued by 1600 the day prior to return supersede conflicting internet postings.
- C. In order to furnish BCS 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.
- D. Unless otherwise notified by BCS through its posting, email or otherwise, Motor Carrier may return chassis which it received in the local commercial territories of Los Angeles/Long Beach and Oakland at the Union Pacific ICTF and Oakland ramps (respectively) on any day in which the facility that the chassis was received from is not open for business (for example on some holidays and Sundays). This provision refers only to the return of BCS's chassis and is not also applicable to the return of a container which is interchanged by a party other than 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:

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(Bridge Chassis Supply LLC Continued)

- 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
- 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 : CYPERDIEM@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.

VI. Other Charges

- A. In the event Motor Carrier redelivers chassis to BCS at a geographical location different from where it was originally accepted, without prior written approval from BCS, Motor Carrier agrees to pay BCS all costs BCS may incur to return said chassis to its point of origin, or other location that is no further away than the original delivery location.
- B. BCS reserves the right to access an administrative charge of \$35.00 to Motor Carrier for maintenance and repair invoicing, violations, citations, or any non-per diem use invoice issued by BCS to Motor Carrier allowable under the UIIA.
- C. Rates are inclusive except where states taxes are applicable.

VII. Damages to Chassis

- A. In the event chassis is damaged after being received in interchange, Motor Carrier shall repair damage to BCS's standards. The cost of these repairs are for Motor Carrier's account. Materials used to complete these repairs must be of similar quality and type as material removed. Repairs, when completed, are subject to acceptance by BCS. If the estimated cost of the foregoing repairs exceeds \$100, the consent of BCS shall be obtained before Motor Carrier causes repairs to be made. In the event the Motor Carrier fails to repair damage BCS will invoice the Motor Carrier the cost of the repairs.
- B. **Tire Damage** - When chassis is in the possession of the Motor Carrier and a tire and/or tube is ruined as a result of being run flat or otherwise abused, it will be the responsibility of Motor Carrier to replace the damaged tire and/or tube, or pay BCS the reasonable cost not to exceed \$250 per recap or \$300 per OEM of such a replacement. The replacement tire(s) shall be properly matched and of equal size, type and quality to those remaining on the chassis.

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(Bridge Chassis Supply LLC continued)

VIII. Repairs to Chassis

- A. Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$100 per unit per Interchange Period.
- B. In the event repairs over \$100 are necessary while interchanged to Motor Carrier, Motor Carrier shall make such repairs for BCS's account, provided that Motor Carrier shall secure written approval from BCS before making any repairs where the estimated will exceed \$100. Approval can be obtained by contacting MECClaims@mec-usa.com within normal working hours or on the next business day if incident occurred after working hours. These charges shall be billed to BCS within 45 days, billing terms would apply to any OTR rebill applied to MC from the date the repairs were authorized by BCS or Motor Carrier forfeits its rights to collect on the charges from BCS.
- C. Any repair invoices submitted to BCS for reimbursement must be accompanied by all supporting information and documentation:
1. Chassis and Container#
 2. Location of repair
 3. Wheel position (tires)
 4. Damage description
 5. TIRs
 6. DOT numbers for both damaged and replacement tires
 - a. Properly matched OEM or recap only
 7. Copy of itemized road service invoice to Motor Carrier to include breakdown of all labor and materials with taxes,
 8. Component receipt
 9. BCS's approval number
- D. Regarding Dual Axle tire failures. When a driver continues to ride after a tire has lost air and gone flat, the adjacent tire due to overload will fail. In these cases BCS will decline reimbursement on the cost of the second tire failure. Additionally if both tires are determined to have been destroyed due to driver neglect, BCS will decline to pay the entire invoice.
- E. All defective components which are deemed BCS's responsibility and for which Motor Carrier would seek reimbursement, have to be returned to a BCS designated facility/vendor for inspection by a qualified inspector who will determine the cause of failure. These charges shall be reasonable and customary cost of repair/replacement (for tires not to exceed \$250 per recap or \$300 per OEM (inclusive of labor, material, taxes and road call unless some extraordinary circumstance exists) and billed to BCS within 45 days, billing terms would apply to any OTR rebill applied to the MC from the date of the repairs were authorized by BCS.
- F. **Improper Repairs** – Where BCS determines that repairs made while Interchanged to Motor Carrier do not meet BCS's standards or were not done with parts of similar quality, these repairs will be treated as damage and will be subject to damage provisions within the UIIA and this Addendum.

IX. Lost, Stolen, or Destroyed Chassis

- A. For chassis interchanged under this Addendum that are reported as lost, stolen or destroyed the settlement amount will be the greater of the Actual Cash Value or the depreciated replacement value. In no event, shall the settlement value be less than 50% of the new chassis Equipment replacement value.
- B. BCS shall have the right to request that Motor Carrier redeliver interchanged chassis at any time BCS has reason to believe the chassis has been lost, stolen, or destroyed. Failure to redeliver the requested chassis within ten (10) days of BCS's request shall be considered to be Motor Carrier's notification required by Section D.1.b of the UIIA Agreement.
- C. Settlement for Lost, Stolen, or Destroyed Chassis shall be made within sixty (60) days after Motor Carrier has been furnished BCS's invoice for the lost, stolen or destroyed chassis.
- D. Chassis shall at all times remain the property of BCS and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of paying cost of repairs or lost value. BCS does retain the right to relinquish ownership to Motor Carrier responsible for lost/stolen Chassis.
- E. When chassis is lost, stolen or otherwise unreported, Motor Carrier agrees to be responsible for all chassis use charges for such chassis until BCS receives payment for the charges owed arising from Motor Carrier's interchange of the chassis.

X. Insurance

- A. In addition to the other insurance requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement at its own expense:
1. Liability insurance in an amount not less than \$5,000,000 for the carriage of hazardous substances as defined in 49 CFR 171.8, as amended, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosive, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173 as amended. Proof of such coverage is only required where and when Motor Carrier has been engaged to carry the cargoes described in this paragraph. Motor Carriers not carrying such cargoes need not provide proof of such coverage.
 2. Liability insurance in an amount not less than \$1,000,000 for the carriage of oil listed in 49 CFR 172.101, as amended, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, as amended, unless also mentioned in subparagraph (A), Note (1.) above.

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(Bridge Chassis Supply LLC continued)

3. Cargo insurance, covering all risks of loss or damage to the commodities hauled, in an amount not less than \$100,000 per occurrence.
 4. Insurance covering loss of or damage to Chassis after Interchange to Motor Carrier, in the minimum amount of \$15,000 per occurrence, unless additional insurance is required by BCS, in which case such additional insurance will be obtained by Motor Carrier prior to Interchange.
- B. Motor Carrier shall name "Bridge Chassis Supply, LLC and its affiliates including Kawasaki Kisen Kaisha, LTD, "K" Line America, Inc, "K" Line New York, Inc. and Multimodal Engineering Corporation" as Additional Insureds and loss payees thereof on their General Liability, Auto Liability, and Trailer Interchange policies as interest may appear. Motor Carrier shall obtain such additional insurance as required by the federal, state or local governmental agency or authority which has jurisdiction over the Motor Carrier.
- C. Upon request, Motor Carrier shall furnish to the IANA the insurance policies required by this Agreement. However, BCS shall be under no duty to either ascertain the existence of or to examine any such insurance policy or to advise Motor Carrier in the event such insurance coverage does not comply with the requirements of this Agreement.
- D. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of BCS. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.
- E. Motor Carrier, if self-insured and so recognized by the governing federal regulatory agency or agencies shall maintain policies of insurance to meet the insurance requirements of this Agreement in excess of the Motor Carrier's federal regulatory approved self-insured limits.
- F. BCS cannot accept insurance coverages that are underwritten by a risk retention group.

XI. Equipment Interchange Receipts

- A. Motor Carrier will endeavor to ensure the chassis prefix and number and the Motor Carrier's SCAC as shown on the Equipment Interchange Receipt is accurate. Any inaccurate values not found and corrected at Interchange should be emailed to BCS at RICLNEQ@us.kline.com. The email should include the following values:
1. Correct Prefix and Number
 2. Incorrect Prefix and Number shown on EIR
 3. Correct SCAC
 4. Incorrect SCAC shown on EIR
 5. Date and Time of Interchange

XII. Notice of Accident or Incident Procedures

- A. Accidents and related occurrences involving injury or Chassis damage must be notified to BCS, as soon as possible and no later than within 24 hours. Priority of contact is:
1. The "K" Line America, Inc. Regional Office that dispatched the effected shipment. If not dispatched or if contact information is unknown please utilize local office contact listings at [http://www.kline.com/KAMOffices/K-Line North America Office Location.asp](http://www.kline.com/KAMOffices/K-Line_North_America_Office_Location.asp) .
 2. **During East Coast Business Hours: "K" Line America, Inc. National Claims Dept. (800)609-3221, Option #5 or email RICBCLAIMS@us.kline.com.**
 3. **Non Business Hours: Manager of "K" Line America, Inc. National Transportation Group (800)684-7221, Option #2.**

XIII. Agents, Vendors, and Affiliates - BCS has various agents, vendors and affiliates (including but not limited to terminals, railroads, maintenance vendors, chassis pools, insurers, chassis owners, maintenance supervision, chassis management, and collections) performing different responsibilities involved in the preparation of chassis for Interchange and the Interchange of chassis.

- A. Motor Carrier agrees that these agents, vendors, and affiliates of BCS are authorized to perform functions related to the Interchange of chassis on BCS's behalf.

XIV. Separability. Should any provision of this Addendum be held illegal or unenforceable, the enforceability of all other provisions hereof shall not be affected thereby.

Effective Date: January 3, 2013

IIEC REVISION: JUNE 5, 2015

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CHINA SHIPPING CONTAINER LINE

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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:

1. Free Time Periods: day of interchange plus 4 working days
2. Per Diem Charge
 - A. Dry Container (including 45` HC, non-operating refrigerated containers), open top, flat rack containers without chassis:
 - 1-5 Calendar Days (1st Period): USD 85/Unit
 - Thereafter (2nd Period): USD 100/Unit
 - Operating refrigerated containers without chassis:
 - 1-5 Calendar Days (1st Period): USD 100/Unit
 - Thereafter (2nd Period): USD 200/Unit
 - B. Dry Container (including 45` HC, non-operating refrigerated containers), open top, flat rack containers with chassis:
 - 1-5 Calendar Days (1st Period): USD 105/Unit
 - Thereafter (2nd Period): USD 125/Unit
 - Operating refrigerated containers with chassis:
 - 1-5 Calendar Days (1st Period): USD 120/Unit
 - Thereafter (2nd Period): USD 225/Unit

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

INSURANCE

Motor Carrier shall have in effect not less than \$100,000 of cargo insurance, unless otherwise specified.

Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

Motor Carrier shall maintain trailer interchange insurance policy in the amount of \$25,000.

Motor Carrier shall name China Shipping Container Line additional insured on auto, general and trailer interchange insurance policies.

METHOD OF DISPUTE RESOLUTION

Per Diem – For invoices having multiple container and or chassis moves and the dispute is with one or not all items on the invoice PAY THOSE ITEMS NOT DISPUTED and contact our Per Diem Billing Department by email, atlperdiem@csna.net or fax 678-355-4808.

For an invoice which is disputed in its entirety please contact our Per Diem Billing Department as noted above. M & R Disputes – Contact the issuing office as noted on the invoice.

LOST, STOLEN OR DESTROYED EQUIPMENT

In the event equipment is lost, stolen or destroyed while in the possession or control of Motor Carrier, Motor Carrier will notify

Provider in writing within 30 days of the incident. All notifications must include Provider's marks or alpha code and equipment number on all units involved. If notice to Provider is not provided within 30 days, Motor Carrier agrees to be responsible for Provider's use charges up to the date Motor Carrier advises Provider in writing that the equipment has been lost, stolen or destroyed.

Settlement for lost, stolen or destroyed equipment shall be made within 30 days from the Provider's invoice date. If settlement is not made within 30 days of the invoice date then Provider will resume per diem billing charges to Motor Carrier until such time payment is received.

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(China Shipping Containe Line Continued)

REPORTING OF ACCIDENTS

In the event of damage to Equipment caused by an accident, the Motor Carrier must notify Provider as soon as possible, but no later than 24 hours after the incident, with all details concerning the accident. Motor Carrier shall provide any police, insurance or other reports to the Provider as soon as this information is made available to the Motor Carrier. All reports should include the number of the container and/or chassis that was involved in the accident.

CLEANING OF EMPTY EQUIPMENT:

In accordance with Section E.5. of the UIIA, the Motor Carrier shall return equipment in a clean condition or Provider reserves the right to invoice the Motor Carrier for the cleaning costs.

EFFECTIVE: DECEMBER 1, 1999
REVISED: October 3, 2014

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CMA CGM (AMERICA) LLC.

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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 \$175 per day.

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 \$30 per day** shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, the following will be applicable until the equipment is returned empty.

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

EQUIPMENT	DAYS 6-10	EACH CALENDAR DAY THEREAFTER
20' Standard	\$115.00 per day	\$165.00 per day
40' Standard	\$115.00 per day	\$165.00 per day
40' High Container	\$115.00 per day	\$165.00 per day
45' Container	\$115.00 per day	\$165.00 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

(CMA CGM (AMERICA) LLC CONTINUED)

C. INSURANCE

Motor Carrier Subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and the certificate of insurance shall specify the limits of the coverage. Such coverage may be written on an Actual Cash Value Basis, but in no event less than \$25,000 (Twenty-Five Thousand Dollars) per unit of Equipment other than Refrigerated and \$40,000 (Forty Thousand Dollars) per unit of Equipment for Refrigerated Equipment, or an amount that may otherwise be required by the providing carrier. Notwithstanding the language of this subparagraph, the Motor Carrier of equipment shall nevertheless be responsible for damage to interchanged equipment while in their care, custody and control.

Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriated authorizing order issued by the regulatory jurisdiction permitting such self-insurance. And, shall where appropriate comply with respect to policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.

Motor Carrier will maintain cargo insurance for an amount not less than \$100,000.00 per unit throughout the period the equipment is in the possession of the Motor Carrier.

Insurance as may be required under this paragraph must be written by an insurance company licensed to write insurance under appropriate Federal or State regulation.

D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by certified mail to CMA-CGM (America) LLC, 5701 Lake Wright Drive, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by CMA-CGM.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to CMA-CGM.
3. In the event Motor Carrier redelivers Chassis to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Chassis to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Fee of \$35.00 per day, in addition to the above noted costs, assessed from the date of improper delivery until the Chassis is delivered to the point of origin or other location that is no further away than the original delivery location.
4. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Mis-Use Fee of \$1,000 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions.
5. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.

E. METHOD OF DISPUTE PROCESS

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department at 5701 Lake Wright Drive, Norfolk, VA 23502/ fax number (703)341-1385/ email: M&R disputes to usa.matdisputes@cma-cgm.com and usadetdembilling@usa.cma-cgm.com for detention and demurrage. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

F. MAINTENANCE AND REPAIR

1. In the event the Equipment, which is offered by the Provider for Interchange, shall require repairs before being interchanged, the Provider shall be responsible for the cost thereof, if acting as repair agent for the Provider, the Motor Carrier may cause the repairs to be made. If the apparent cost for the foregoing repairs exceeds \$50.00 the Motor Carrier, acting as repair agent, shall obtain the consent of the Provider before it causes the repairs to be made.
2. While in Motor Carrier's possession, ordinary maintenance and other service adjustments, reasonable wear and tear excepted, occasioned by ordinary use pursuant to this agreement will be:
 1. Absorbed by the Motor Carrier, to the extent of the first \$50.00 of cost
 2. Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00
 3. Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00
 4. Billed to Provider within ninety-(90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.

(CMA-CGM (AMERICA) LLC CONTINUED)

Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the Classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. When repairs are affected by the Motor Carrier, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
4. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.
5. Improper repairs: Where repairs or replacements fail to meet the requirement of sub-paragraph (4) herein, the Provider shall forthwith correct the failure and the cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty-(30) days from the date of notice and said instructions must state Motor Carriers agreement to accept collected freight charges, otherwise the material may be treated as scrap.
6. Invoices submitted by Provider for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee of \$25.00, on any invoice, irrespective of the invoice amount.

G. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five-(5) chronological days of the date of loss, theft or destruction of equipment. If Equipment is stolen, Motor Carrier will immediately report the theft to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately with notification. Once written notification and incident report are received by Provider, the per diem charges will be stopped.
2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the cost thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
3. Payment shall be made within thirty-(30) days after the Motor Carrier has been furnished with a statement of the depreciated replacement value for the lost, stolen or destroyed Equipment.
4. Unless otherwise agreed between Provider and Motor Carrier, the Provider shall maintain Ownership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.
5. If Equipment is interchanged to Motor Carrier for more than ninety-(90) days and Motor Carrier is unable to account for the equipment's whereabouts, the Provider reserves the right to consider that the Equipment to be a Total Loss and to invoice the Motor Carrier accordingly.

H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges 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, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within-(90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

I. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Landing Gear
 - 1.1 Motor Carrier shall provide required maintenance service to Landing gear including minor repair and lubrication while in their possession.
2. Tarps and Cables
 - 2.1 The cost of reinstallation or the replacement of damaged tarpilins during the period of interchange or upon notation of damage at time of interchange back to the Provider, will be the responsibility of the Motor Carrier.
3. Refrigeration and Heating
 - 3.1 At the time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity to fuel tank.

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(CMA-CGM (AMERICA) LLC CONTINUED)

- 3.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.
- 3.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty-(20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
- 3.4 Motor Carrier shall be responsible for further protecting the mechanical unit where temperature is lower than the above minimum may occur while in its possession. In furnishing this protection, the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
- 3.5 Fuel used to operate unit in either heat or refrigeration service shall comply with all requirements of the Provider or regulatory agency involved in the movement. Type and location or portable units shall be designated by Provider.
- 3.6 Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.
- 3.7 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.
- 3.8 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.
- 3.9 Notwithstanding any provisions of Section F.2 herein, the Provider shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.
- 3.10 Prior to redelivery to the Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Provider may, in its sole discretion, refuse to accept its return, or cause the Equipment to be properly cleaned and invoice Motor Carrier the cost thereof.

4. Tires and Tubes

Motor Carrier, at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.

In the event of a tire failure Motor Carrier shall make all repairs at Motor Carrier's own expense. The replacement tire will be of equal size, type and quality. Motor Carrier must return the failed tire and obtain a receipt if reimbursement of expenses is to be considered. Invoice to Provider for reimbursement, not to exceed \$200 USD, must be submitted no later than ninety-(90) days following the return of equipment. Reimbursement will be approved based upon reason for tire failure, as determined by Provider.

In the event Motor Carrier fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement or damages charges pursuant to Provider's most recent Tire Pro-Rata scheduled, a copy of which is Included below.

NOTE: "Blowout" will not be recognized as a specific reason for tire failure.

CMA-CGM (AMERICA) LLC

PROPOSED PRO RATA TIRE SCHEDULE

TYPE OF DAMAGE	MATERIAL
Cut Sidewall	\$ 45.00
Cut Sidewall Through Cord	\$135.00
Slid Flat (Usable)	\$ 45.00
Slid Flat (Tread Depth Below FHWA)	\$ 85.00
Flat, Patch	\$ 4.50
Flat, Tube replacement	\$ 15.00
Cap Off Holding Air	No charge
Cap Off No Air/Run Flat	\$135.00
Tread Chunked	\$ 85.00
Disposal Fee	No charge

(CMA CGM (AMERICA) LLC CONTINUED)

J. TANKS

1. The Motor Carriers agrees, prior to returning empty tank Equipment to Provider, to clean interior, dome and discharge area of the Equipment, and cost thereof will be absorbed by the Motor Carrier. In the event the Equipment is not cleaned prior to return, the Provider may in its sole discretion refuse to accept return of the Equipment, or cause the Equipment to be cleaned and invoice to Motor Carrier the cost thereof.
2. Provider will accept tank Equipment from Motor Carrier provided the Equipment has been filled so as to comply with regulatory requirements.
3. Tanks shall be returned with all gauges, valves, hatch cover, etc. in good operating condition and there should be no evidence of leakage.

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EFFECTIVE: NOVEMBER 1, 2000
REVISED: FEBRUARY 6, 2016
IIEC REVISION: FEBRUARY 20, 2015

COFC Logistics LLC

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

III. Damage to Equipment

Prior to receipt in interchange, Motor Carrier will inspect the Equipment as required by all applicable Federal and State legal requirements. At the time of tender, Motor Carrier will advise the Provider (or its agent or authorized representative at the interchange location) of any observed defects or problems requiring repair.

- A.) In the event Equipment is damaged beyond reasonable wear and tear while in the Motor Carrier's possession, or a repair is required in accordance with Exhibit "C" to the UIIA while the Equipment is in the Motor Carrier's possession, the Motor Carrier shall promptly repair the Equipment at its sole cost and expense using parts and materials similar in specification and quality to the original parts and materials. If the estimated cost of the repair exceeds \$100 the consent of the Provider must be obtained before the repairs are made. In the event the Motor Carrier arranges for or provides improper, inadequate or inappropriate repairs to Equipment, Provider shall correct such repairs. The cost of correcting improper, inadequate or inappropriate repairs shall be charged to the Motor Carrier. If Motor Carrier fails to make repairs to Equipment required by this section before returning the Equipment to Provider, Provider shall arrange for such repairs to be completed, and Motor Carrier shall be responsible for the cost of such repairs.
- B.) Except in cases where the Equipment was damaged beyond reasonable wear and tear while it was in the Motor Carrier's possession, repairs to Equipment for the items listed in Exhibit "B" of the UIIA shall be for the Provider's account. Motor Carrier shall make such repairs as may be necessary, provided however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed \$100. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.

IV. Tires and Tubes

- A. The provider shall equip chassis with tires and tubes of proper size at the time of Interchange. Thereafter, until the chassis is return repairs to tires and tubes shall be made by and at the expense of the Motor Carrier.
- B. "Motor carriers will inspect tire prior to accepting equipment for interchange during the pre-trip inspection required and in accordance with Section D.3.a(1) and Exhibit A, Item 8 of the UIIA"
- C. Any deficiency noted by inspection shall be corrected by the Provider prior to acceptance for Interchange use.
- D. At time of inspection there shall be recorded on the Equipment Interchange Receipt and Safety Inspection Report the tire Provider's name and number, if any, or manufacturer's name and location of tire on the Equipment.
- E. Motor carrier shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems and other necessary repairs.
- F. In the event of a blowout and/or total failure of a tire and/or tube, replace by other than the Provider, the replacement shall be properly mated and of a similar quality and value and report of such replacement must be made to Provider showing size, ply, brand and serial numbers of tires removed and applied.
- G. An unserviceable tire for which the Provider is charged shall be held by the Motor Carrier for thirty (30) days after notifying the Provider of such unserviceability. In the event Provider requests return of such tire, it shall be returned by Motor Carrier to the point and in the manner designated by Provider at a cost mutually agreed upon and to be borne by the Provider, except that in the event such a tire is returned which became unserviceable by being run flat or otherwise abuse, the transportation cost shall be borne by Motor Carrier.

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COFC Logistics LLC continued

V. Settlement for Lost, Stolen, or Destroyed Equipment

- A.) In the event Equipment is lost, stolen or destroyed after Interchange to Motor Carrier and before Equipment is returned to Provider, the Motor Carrier agrees to reimburse Provider for the depreciated replacement value for said equipment as of the date it was lost, stolen or destroyed.
- B.) The Motor Carrier must provide the Provider with written notification within five (5) days of such damage or the discovery of loss or theft. The written notice will specify the cause, nature and extent of damage or the circumstances of the disappearance of the Equipment. Whenever possible, Motor Carrier shall provide Provider with a progress report of damaged or destroyed Equipment and also provide Provider with a reasonable opportunity to inspect the damaged or destroyed Equipment.
- C.) The Provider shall, within thirty (30) days of receipt of notice from the Motor Carriers status of destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
- D.) Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the costs thereof, all Equipment, whether damaged or not and Motor Carrier will protect the Equipment from any further damage.
- E.) Provider shall, after receipt of notification provided in Paragraph V.B, secure and furnish to Motor Carrier a written statement of the depreciated replacement value of the lost, stolen or destroyed Equipment and component parts provided that Motor Carrier furnishes to Provider the proper evidence documents such as police report for lost or stolen Equipment once this information is available to the Motor Carrier. The casualty shall be based on the value of new Equipment with a ten (10) year life depreciated on a straight line basis. In no event, shall the depreciated replacement value be less than 50% of the new Equipment replacement value.
- F.) Payment shall be made within thirty (30) days after the Motor Carrier has been furnished with a statement of depreciated replacement value for the lost, stolen or destroyed Equipment. And the chassis Equipment use charge specified in Section I shall be continued until the payment is made in full by Motor Carrier for the Equipment depreciated replacement value.
- G.) The Provider shall maintain Providership of lost, damaged or destroyed Equipment even after the depreciated replacement value has been paid by Motor Carrier.

VI. Insurance

- A) Motor Carrier must maintain trailer interchange insurance policy covering physical damage to non-owned equipment in the Motor Carrier's care, custody and/or control with limit of \$20,000.

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Effective Date: September 24, 2012

Consolidated Chassis Management, LLC (CCM)

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

A. REPOSITIONING SERVICES

Whereas Consolidated Chassis Management, LLC ("CCM") manages a chassis pool comprised of chassis contributed by various entities involved in the over the road transport of intermodal containers (the "Pool") and periodically requires the repositioning of chassis between terminals and other facilities within the scope of the Pool, and whereas Motor Carrier desires to provide such services on an as needed basis to CCM, Motor Carrier shall perform trucking services to transport chassis between locations as CCM may request from time to time under the terms hereof.

B. DAMAGE, REPAIRS, AND BILLING

1. Repair Procedures

- a. With the exception of Major Road Service Repairs (as defined below) Motor Carriers using CCM Pool equipment in need of road service will make arrangements for repairs. Repairs made and parts used must be of equal quality to restore the equipment to original manufacturer's specifications. Replacement parts must be new and tires must be either new OEM or new recap tires. Used replacement tires or parts will not be accepted and costs associated with same will not be reimbursed. The costs for repairs are to be paid by the Motor Carrier at the time of service and will be reimbursed as described below. Incomplete repairs, or repairs of inferior quality that are not to the original equipment manufacturer specifications, will not be reimbursed to the Motor Carrier. Cost of repairs required by the Pool to complete any improper repairs will be re-billed to the Motor Carrier.
- b. In the case of Major Road Service Repairs, which are defined as repairs to wheel ends, brake replacement, or corrosion, Motor Carrier shall not arrange for such repairs without prior authorization from CCM. In instances where Major Road Service Repair is required after 6:00 p.m., Motor Carrier may arrange for such repair with a vendor on the list of approved CCM OTR Vendors, available on CCM's website (<http://www.ccmpool.com>). Motor Carrier must notify CCM as soon as possible at the beginning of the next business day of any such repairs. The costs for after-hours repairs not performed by a vendor from CCM's OTR Vendor list shall not be reimbursed to the Motor Carrier, except at the discretion of CCM. CCM will notify Motor Carrier by e-mail should there be any changes to the list of approved CCM OTR Vendors.

2. Reimbursement for Repair Costs

- a. Motor Carrier and Provider will not invoice for repairs with a total cost of less than \$50. Except as otherwise provided elsewhere, repairs exceeding \$50 shall be eligible to be submitted for reimbursement by CCM pursuant to the procedures set forth herein. The pool will assume responsibility for road service expenses incurred by the Motor Carrier resulting from equipment failure due to normal wear and tear.
 - b. Motor Carrier shall seek reimbursement by submitting an invoice to the pool pursuant to the procedures set forth in the Agreement and in accordance with sections 5 and 6 of this Addendum.
 - c. In addition to any items provided for elsewhere in the Agreement, expenses resulting from damage during operation of the equipment and/or neglect shall be for the account of the Motor Carrier. In case of tire failure, this will include tires that have been run on to the point where the original cause of failure can no longer be determined. If the first tire is determined to be run flat, the Pool will decline payment of the second tire on the same side of the same axle regardless of the reason of the failure of the second tire.
 - d. To be eligible for reimbursement of any costs, Motor Carrier shall return to CCM all failed parts/tires after they have been repaired or replaced. Parts shall be returned to the location where the equipment is being returned, at which time the Motor Carrier will receive a receipt for the tires/parts, provided replacements or repairs satisfy the requirements of section B.1.a. In its discretion, CCM may authorize Motor Carrier to utilize pictures of the damaged or repaired parts or tires in lieu of returning same. Parts or tires will be held by the pool for 7 days from the date of return.
3. All Motor Carrier invoices for reimbursement of repair costs must be received by the Pool within 90 days of the repair service or, if using a vendor from the list of CCM's approved vendors, within 90 days of the date of such vendor's invoice. Invoices shall be individually numbered and must contain the following:

Chassis Number
Invoice date
Date of repair service
Repair vendor name
Location of breakdown (address or road location)
Cost of services rendered

(Consolidated Chassis Management Continued)

4. All Motor Carrier invoices for reimbursement of repair costs must also be accompanied by:
 - a. Repair vendor's original work order & invoice showing:
 - Date and time of repair
 - Chassis number
 - Repair vendor's printed name (clearly legible), address, telephone number
 - Invoice must indicate that Motor Carrier or its employer requested the repair services
 - Driver's name and signature
 - b. Original of fully executed receipt for parts turned into the Pool facility. Or, if Motor Carrier is authorized to utilize pictures of the repaired or replaced parts, copies of same and a copy of Motor Carrier's written authorization to utilize pictures.
 - c. Itemized list of all repair items addressed during the road service call and reasons for correction.
 - d. If a tire is replaced:
 - Reason for tire replacement
 - Tire position/s replaced
 - Replacement tire type - such as 1000 x 20 Bias OEM or recap
 - Brand, DOT number and recap code (if applicable) of tire being replaced and replacement tire

All information must be part of the original vendor receipt.
5. Invoices and all supporting documents may be sent to Pool at: (Insert Pool address here)
6. The Pool shall assess an administration charge of \$25 for all M&R invoicing, violations, citations or any other invoice issued by the Pool to the Motor Carrier allowable under the UIIA.

C. LOST, STOLEN, OR DESTROYED EQUIPMENT

1. The Motor Carrier shall notify CCM of the loss, theft or destruction of equipment by telephone within 24 hours of such damage or the discovery of loss or theft, and the Motor Carrier must provide CCM with written notification with five (5) days thereafter. The written notice will specify the cause, nature and extent of damages or the circumstances of the disappearance of the equipment. Whenever possible, Motor Carrier shall provide CCM with an opportunity to inspect the damaged or destroyed equipment.
2. CCM shall have the right to demand that Motor Carrier return interchanged equipment to CCM at any time CCM has reason to believe the equipment has been lost, stolen, or destroyed. Failure to return said equipment within ten (10) days of CCM's demand shall be considered to be Motor Carrier's notification that the equipment is lost, stolen, or destroyed.
3. In the event equipment is lost, stolen or destroyed after interchange to Motor Carrier and before it is returned to CCM, the Motor Carrier agrees to reimburse CCM for the depreciated replacement value for said equipment as of the date it was lost, stolen or destroyed. If equipment is stolen, Motor Carrier shall immediately report the theft to the law enforcement authority having jurisdiction and shall, if possible, obtain a copy of said agency's incident report. A copy of such report shall be furnished to CCM at the time of written notification.
4. CCM shall, after receipt of written notification that equipment has been lost, stolen or destroyed, secure and furnish to Motor Carrier a written statement of the depreciated value of the equipment as follows:

Age of chassis in years	Replacement Cost
<1	\$8,000.00
1	\$7,775.00
2	\$7,550.00
3	\$7,325.00
4	\$7,100.00
5	\$6,875.00
6	\$6,650.00
7	\$6,525.00
8	\$6,200.00
9	\$5,975.00
10	\$5,750.00
11	\$5,525.00
12	\$5,300.00
>12	\$5,300.00

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(Consolidated Chassis Management LLC Continued)

5. Motor Carrier shall pay to CCM the stated depreciated value within thirty (30) days after Motor Carrier has been furnished with same.
6. If Motor Carrier fails to satisfy invoice and Equipment is subsequently found and recovered, Motor Carrier will be responsible to Provider for all charges, incurred during the recovery of said Equipment including, but not limited to towing, storage, fines, damages and equipment use charges.”
7. Provider shall not be responsible for obtaining or transferring title to Motor Carrier for lost, stolen, or destroyed equipment.

D. INSURANCE

1. All insurance required in the UIIA Agreement of the addendum hereto shall be primary to any and all other applicable insurance. Provider, Consolidated Chassis Management LLC shall be listed as an additional insured on the Motor Carrier's auto liability, general liability and trailer interchange policies.
2. In addition to the other insurance requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement at its own expense:
 - a) Workers' Compensation insurance in amount and form necessary to satisfy statutory requirements.
 - b) Cargo insurance, covering all risks of loss or damage to cargo, including all chassis stacked or being towed for the purpose of repositioning, in an amount not less than \$100,000 per occurrence.
 - c) Motor Carrier shall maintain trailer interchange insurance policy in an amount not less than \$25,000.

E. MISCELLANEOUS

1. Motor Carrier shall not use chassis for any purpose except as provided for by written agreement with CCM.

**COSCO NORTH AMERICA, INC./ COSCO CONTAINER LINES CO., LTD/
COSCO CONTAINER LINES AMERICAS, INC./CHINA OCEAN SHIPPING COMPANY AMERICAS, INC.**

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

Section 1.

The following amendments apply to equipment interchange to Motor Carrier by COSCO North America, Inc./COSCO Container Lines Co., Ltd./COSCO Container Lines Americas, Inc./China Ocean Shipping Co. (Provider) using the Uniform Intermodal Interchange and Facilities Access Agreement dated, September 15, 2000, or as it may be revised from time to time."

Section 2. INSURANCE

- A. Motor Carrier must maintain Motor Truck Cargo insurance with limits of no less than \$100,000 per vehicle.
- B. Motor Carrier must maintain Trailer Interchange insurance with limits of no less than \$25,000 per trailer.
- C. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

Section 3. MOTOR CARRIER RESPONSIBILITY AND LIABILITY

- A. The cost of decontaminating equipment that has been loaded with contaminating commodities shall be the responsibility of the Motor Carrier who loaded, or arranged for the loading of, such equipment.
- B. The Provider shall be entitled to all its lawful remedies, and shall be entitled to receive from the Motor Carrier the compensation shown in the TABLE OF CHARGES herein.
- C. When an interchanged mechanical refrigeration unit that has been moved and unpackaged perishable commodities under refrigeration is unloaded, it shall, unless otherwise agreed upon between the undersigned parties involved, be steam cleaned by the Motor Carrier.
- D. In the event the equipment offered by the Provider for interchange shall require repairs before being receiving into interchange service, the Provider shall be responsible for the cost thereof and the Motor Carrier may cause the repairs to be made and billed to the Provider. If the apparent costs of the foregoing repairs exceed \$25.00, the consent of the Provider shall be obtained by the Motor Carrier before it causes the repairs to be made. All such repairs are to be completed in accordance with the Provider's directions and specification, and must be clearly noted on the Interchange Receipt and Safety Inspection Report at time of interchange. Otherwise, the Provider shall not be held liable.
- E. In the event interchange equipment is damaged after being received into interchange service the Motor Carrier shall repair and restore it to the condition in which it was received, and, in the event of failure of the Motor Carrier to make such repairs, it shall, nevertheless, be responsible for the cost thereof. If the apparent cost of the foregoing repairs exceeds \$25.00, the consent of the Provider shall be obtained by the Motor Carrier before it causes the repairs to be made. All such repairs are to be completed in accordance with the Provider's directions and specifications, and must be clearly noted on the Interchange Receipt and Safety Inspection Report.
- F. With the exception of reasonable wear and tear, ordinary maintenance and other service adjustments occasioned by ordinary use of interchange will be:
 - a) Absorbed by the Motor Carrier when cost thereof does not exceed \$50.00.
 - b) Billed to and borne by the Provider in entirety when cost thereof would exceed \$50.00.
 - c) Authorized by the Provider prior to commencement of repairs when estimated cost thereof would exceed \$25.00.
 - d) Billed to Provider pursuant to subparagraphs (b) and (c) within ninety days from the date the repairs were completed unless a different time period is agreed upon between the parties hereof. Billing must include owner marks or alpha code and equipment number, chassis number, date and location where repaired, and all details concerning items of repair.
 - e) Unless otherwise provided, material used in making repairs shall be charged for at current market prices, which shall be the invoice price plus commercial freight. However, when repairs are made in commercial shops or outside repair facilities the actual amount invoices for such material and labor must be used.
 - f) When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs, but shall not exceed prevailing labor cost.

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(COSCO CONTINUED)

g) Wrong Repairs:

- i. Where the Provider ascertains that wrong repairs have been made, the Motor Carrier responsible must assume full cost of correcting wrong repairs. The Provider must furnish to Motor Carrier a list of wrong repairs and cost estimate prior to initiating corrective repairs. If Motor Carrier does not respond within {10} days after notification, informing the Provider of acceptance of estimate or the name of representative authorized to make inspection alleged wrong repairs, the Provider may proceed with repairs.
- ii. Where serviceable material not standard to equipment is removed by the Provider and upon notification, the Motor Carrier responsible for the wrong repairs elects to have such material returned, shipping instructions must be furnished within {30} days accepting bill for freight charges (collect), otherwise, such material may be treated as scrap.

- G. In the event equipment, after being placed into Interchange service is lost, stolen, damaged, and/or totally destroyed, the Motor Carrier shall notify the Provider via certified mail or telegram. Within (30) days of such notice the Provider will advise the Motor Carrier of depreciated replacement value of equipment lost, stolen, or totally destroyed, and thereafter the Provider shall be paid within sixty (60) days an amount equal to such depreciated replacement value and, in addition, the Provider shall be entitled to receive further compensation equal to the applicable minimum daily rental in the TABLE OF CHARGES set forth herein, until the date of receipt by the Provider of payment of an amount equal to the depreciated replacement value. In the event the Provider's failure to so notify the Motor Carrier within such thirty (30) day period, rental payments shall abate during period commencing thirty (30) days after receipt of notice by the Provider and receipt of advice by the participant of depreciated replacement value of lost, stolen, or totally destroyed equipment.
- H. If the Provider requests equipment be sent home for repairs, Motor Carrier will initiate return of equipment within ten (10) days after notice is received.
- I. Maintenance and Repair billing for (damages deemed Motor Carrier responsibility) on COSCO equipment returned to COSCO in damaged condition by the Motor Carrier will be subject to a \$25.00 administrative fee per invoice.

Section 4. TIRE POLICY – It is herein agreed that the Provider:

- A. Shall equip chassis and bogies with tires and tubes of proper size at the time interchange. Thereafter, until the equipment is returned to the Provider, repairs to tires and tubes shall be made by and at the expense of the Motor Carrier. In the event of blowout or total failure of a tire or tube, the Motor Carrier shall furnish replacement tires and tubes and return the chassis or bogie to the Provider (but shall retain such replacement tires and tubes upon redelivery of the chassis or bogie to the Provider) and shall return the blowout or unserviceable tire and tube, and the same make and type of rim that was on the chassis or bogie when the blowout or tire failure occurred with the chassis or bogie. In the event of or failure to so return payment therefore shall be made at the value thereof at the time of the original interchange, which in the absence of specific information to the contrary shall be \$200.00 on a new tire and tube of like size and quality. If tires are ruined as a result of being run flat, it shall be the responsibility of the Motor Carrier to replace and pay for the tires and tubes so ruined on the tires that are lost or damaged; the Motor Carrier, within 45 days after the chassis or bogie is returned, is required to make settlement therefore by replacing or paying for the lost or damaged tires. The 45 day billing timeframe as it relates to over-the-road repairs is reciprocal to both the Motor Carrier and the Provider.

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.

(COSCO Continued)
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:

	Import DET			Export DET			
UNITED STATES Effective 1.15.2015 All N.A. Locations Excluding - LAX/SFO-OAK/SEA/TAC/PTL	DC/HQ/HG	1-3	free	DC/HQ/HG	1-3	free	
		4-8	USD90/90		4-8	USD85/85	
		9-	USD120/120		9-	USD100/100	
	45HQ	1-3	free	45HQ	1-3	free	
		4-8	USD120		4-8	USD120	
		9-	USD150		9-	USD150	
	OT/FL/PL	1-3	free	OT/FL/PL	1-3	free	
		4-8	USD120/120		4-8	USD120/120	
		9-	USD150/150		9-	USD150/150	
	RF/RQ	1-3	free	RF/RQ	1-3	free	
		4-8	USD200/200		4-8	USD200/200	
		9-	USD300/300		9-	USD300/300	
UNITED STATES Effective 1.15.2015 Revised 6.5.2015 Seattle/ Portland / Tacoma	IB DET			OB DET			
	DC/HQ/HG	1-4	free	DC/HQ/HG	1-4	free	
		5-9	USD90/90		5-9	USD85/85	
		10-	USD100/100		10-	USD100/100	
	45HQ	1-4	free	45HQ	1-4	free	
		5-9	USD120		5-9	USD120	
		10-	USD150		10-	USD150	
	OT/FL/PL	1-4	free	OT/FL/PL	1-4	free	
		5-9	USD120/120		5-9	USD120/120	
		10-	USD150/150		10-	USD150/150	
	RF/RQ	1-4	free	RF/RQ	1-4	free	
		5-9	USD200/200		5-9	USD200/200	
		10-	USD300/300		10-	USD300/300	
	UNITED STATES Effective 1.15.2015 Revised 6.5.2015 LAX SFO/Oakland	IB DET			OB DET		
		DC/HQ/HG	1-4	free	DC/HQ/HG	1-4	free
			5-9	USD90/90		5-9	USD85/85
			10-	USD100/100		10-	USD100/100
		45HQ	1-4	free	45HQ	1-4	free
5-9			USD120	5-9		USD120	
10-			USD150	10-		USD150	
OT/FL/PL		1-4	free	OT/FL/PL	1-4	free	
		5-9	USD120/120		5-9	USD120/120	
		10-	USD150/150		10-	USD150/150	
RF/RQ		1-4	free	RF/RQ	1-4	free	
		5-9	USD200/200		5-9	USD200/200	
		10-	USD300/300		10-	USD300/300	

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(COSCO NORTH AMERICA, INC./COSCO CONTAINER LINES HONG KONG CO., LTD/
COSCO CONTAINER LINES AMERICAS, INC./CHINA OCEAN SHIPPING COMPANY CONTINUED)

See Equipment Type Abbreviation Key below:

Equipment Type Abbreviation Key

DC	Dry Container
HQ	Dry High Cube
HG	Hanger (Garment)
OT	Open Top
FL	Flatrack
PL	Platform
RF	Reefer
RQ	Reefer High cube

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

- 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 15% of the total invoice amount.

Effective November 30, 2014, all Per Diem invoice disputes must be sent to the following e-mail address:
shaperdiem@coscon.com.

METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 30 working 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. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the terms of this Agreement. In the event that charges which have been verified by the Provider are gain 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: JANUARY 10, 2004
REVISED: JUNE 5, 2015
Name Change Rescinded: April 1, 2007
IIEC Revision: JANUARY 18, 2008
IIEC REVISION: JUNE 5, 2015

EIMSKIP USA, INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. OPERATING RULES

1.1 Equipment will be accepted in interchange service provided that:

- a. The Provider furnishes valid license plates required in State of Registry;
- b. Equipment when loaded shall not exceed manufacturer's gross weight limitations which shall be marked on the Unit. Motor Carrier may restrict size and weight of any equipment to meet clearance and highway requirements for movement over a particular range; and
- c. Kingpin is free of cracks or other visible flaws and is securely attached to said equipment.

1.2 Accessories and Special Equipment:

All wheeled equipment shall have the following accessories:

- a. The SAE-ATA recommended (7-Conductor) Electrical Connector Plug;
- b. Flashing turn signals with not less than 12 square inches of lens surface;
- c. Stop lights, tail lights, clearance and marker lights, mud or rain flaps, as required by appropriate governmental agencies;
- d. Tires conforming to requirements of Section 7 of this Addendum; and
- e. Landing gears conforming to requirements of Section 8 of this Addendum.

1.3 An equipment interchange receipt and safety inspection report form is prepared specifying the description and number of removable items accompanying equipment, such as, but not limited to:

- a. Chains, binders and cables;
- b. Tarpaulins (except expandable type), including securement's;
- c. Tarpaulin bows;
- d. Spreader bars or tie rods;
- e. Bulkheads, bulkhead boards, and load restraining devices;
- f. Sides, gates, sections or end doors;
- g. Mounted spare tire.

1.4 When loaded open top equipment is offered in interchange and is equipped with tarpaulins and bows, the tarpaulins and bows must be in their proper position with tarpaulin spread and secured. In the event the tarpaulin and bows are not used, they must be placed in proper storage.

1.5 When empty open top or platform type equipment is offered in interchange and is equipped with tarpaulins and bows, side and end gates, etc., the tarpaulin and bows, side and end gates must be in proper place with tarpaulin spread and secured.

2. DAMAGE

2.1 In the event equipment is damaged after being received in interchange, the Motor Carrier in possession at the time the damage occurred shall, by repair, maintain reasonable integrity of Provider's standards, and materials applied must be of similar quality and type as material removed. Repairs, when completed, are subject to acceptance by Provider. In the event of failure of such Motor Carrier to make such repairs it shall, nevertheless, be responsible for the cost thereof.

- a. When the estimated cost of repairs exceeds \$100.00 to a container, chassis, trailer or a converter dolly or such other amounts specified by Provider, the consent of the Provider shall be obtained by the Motor Carrier before it causes the repairs to be made.

2.2 In the event a Motor Carrier delivers equipment to a Motor, Water or Rail Carrier not a party to this Agreement, unless directed by the Provider, the Motor Carrier will be responsible to the Provider for damage to the equipment.

2.3 The Provider of equipment has the option of receiving damaged equipment and billing the cost of damages back to the Motor Carrier. If the Provider elects to repair damaged equipment, the Use Charge will be assessed at the lowest applicable rate for not more than 10 days from receipt of equipment by the Provider.

2.4 The provisions established in Paragraphs 2.1, 2.2 and 2.3, above, shall not apply to Tires and Tubes. Provisions regarding Tires and Tubes appear in Section 7 of this Addendum.

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3. REPAIRS AND BILLING

- 3.1 In the event equipment shall require repairs before being accepted in interchange, Provider shall be responsible for the cost of repairs.
- 3.2 In the event of repairs necessitated by defective equipment, Motor Carrier shall make such repairs as may be necessary; provided that the Motor Carrier shall secure the approval of Provider before making any repairs, the estimated cost of which will exceed the amounts set forth in 2.1 above. The Provider shall be responsible for the entire cost of repairing defective equipment that has resulted from normal wear and tear.
- 3.3 In the event the Motor Carrier returns equipment to the Provider in a damaged condition, Provider shall take appropriate exception on the equipment interchange receipt, and, before making repairs, Provider shall notify the Motor Carrier if the estimated cost thereof will exceed the amounts set forth in 2.1 above. Prior to authorization of repairs, if the estimated cost of repairs exceeds the amounts set forth in 2.1, two (2) bids will be secured. If the cost of repairs is over \$2,000.00, three (3) bids will be secured. The lowest bid will be used and charged to Motor Carrier. Motor Carrier shall respond to Provider's notification within five (5) working days following receipt of the notification. Provider shall bill the Motor Carrier for the cost of the repairs within ninety (90) days of receipt of notification of the Motor Carrier. Billing must include Provider's marks or alpha code and equipment number, chassis number and an itemized repair list. Use charges shall continue to accrue at the lowest applicable rate from time of interchange to such time that repairs have been completed or until 10 days following interchange, whichever occurs first.
- 3.4 Ordinary maintenance and other service adjustments occasioned by ordinary use in interchange will be Provider's responsibility and will be:
 - a. Authorized by the Provider prior to commencement of repairs when estimated cost exceeds the amounts set forth in paragraph 2.1 above.
 - b. Billed to the Provider by Motor Carrier within ninety (90) days after repairs have been completed, unless otherwise agreed upon. Billing must include Provider's marks or alpha code and equipment number, chassis number, date and location where repaired, and all details concerning items of repair.
- 3.5 Unless otherwise provided, material used in making repairs shall be charged for at current market prices, which shall be the invoice price plus commercial freight. However, when repairs are made in commercial shops or outside repair facilities the actual amount invoiced for such material and labor must be used.
- 3.6 When repairs are made by Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
- 3.7 Improper Repairs
 - a. Where Provider ascertains that improper repairs have been made, the Motor Carrier responsible must assume full cost of correcting improper repairs. Provider must furnish Motor Carrier a list of improper repairs and cost estimate prior to initiating corrective repairs. If Motor Carrier does not respond within ten (10) days after notification, informing Provider of acceptance of estimate or the name of representative authorized to make inspection of alleged improper repairs, Provider may proceed with repairs.
 - b. Where serviceable material is removed by Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, shipping instructions must be furnished within thirty (30) days of notification of the faulty repairs, accepting the bill for freight charges (collect), otherwise, such material may be treated as scrap.
- 3.8 Settlement for repairs made under this section shall be made by Provider or Motor Carrier within sixty (60) days after receipt of billing.
- 3.9 The provisions established in Paragraph 3.1 through 3.8, above, shall not apply to Tires and Tubes. Provisions regarding Tires and Tubes appear in Paragraph 7.

4. SETTLEMENT FOR LOST, STOLEN, BADLY DAMAGED, DESTROYED OR CONFISCATED EQUIPMENT.

- 4.1 In the event equipment is lost, stolen or destroyed after interchange to Motor Carrier and before equipment is returned to Provider, the Motor Carrier agrees to reimburse Provider for the value as specified in Section E.2.a. of the Agreement for said equipment as of the date it was lost, stolen or destroyed.
- 4.2 The Motor Carrier must furnish the Provider with written notification within five (5) days of such damage or the discovery of loss or theft. The written notice will specify the cause, nature and extent of damage or the circumstances of the disappearance of the equipment. Motor Carrier shall furnish Provider with a progress report of damaged equipment and also furnish provider with a reasonable opportunity to inspect the damaged or destroyed equipment.

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- 4.3 The Provider shall, within fifteen (15) days of receipt of notice from the Motor Carrier status of destroyed equipment, furnish the Motor Carrier with instructions for the disposition of the destroyed equipment.
- 4.4 Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the costs thereof, all equipment whether damaged or not and Motor Carrier will protect the equipment from any further damage.
- 4.5 Provider shall, after receipt of notification provided in Paragraph 4.2 above, secure and furnish Motor Carrier a written statement of the depreciated replacement value of the lost, stolen or destroyed equipment and component parts in case Motor Carrier furnishes Provider the proper evidence documents such as police report and certified survey report for destroyed equipment. Otherwise, Provider shall bill to Motor Carrier the depreciated replacement value of a new equipment.
- 4.6 Payment shall be made within thirty (30) days after the Motor Carrier has been provided with a statement of depreciated replacement value for the lost, stolen or destroyed equipment. Further, the equipment use charge specified in Section 11 of this Addendum shall be continued until payment is made in full by Motor Carrier for the depreciated replacement value.

5. USE CHARGES

- 5.1 When equipment is damaged after being received in interchange and reported to the Provider under 2.1 above, use charge will be at the lowest applicable rate until repairs are completed and the equipment is returned to Provider.
- 5.2 If Provider requests return of damaged equipment to Provider for repairs, Motor Carrier will, unless mutually agreed upon otherwise, initiate return of equipment within five (5) days after notice is received; otherwise, use charge shall be assessed from the time notice is received by Motor Carrier.
- 5.3 Motor Carrier shall be responsible to the Provider for the performance of this Agreement by itself and by all other persons into whose possession the equipment may go until its proper return to the Provider.
- 5.4 A Party to this Agreement failing to accept promptly from another Party equipment billed to or via that Party, shall be responsible for use charge on equipment so held for delivery. The Party in possession of equipment shall notify the delinquent Motor Carrier daily, through the designated representatives at the point equipment is offered, the total number of units so held for it, and within forty-eight (48) hours from midnight of the day equipment is offered, furnish the initials and numbers of equipment so held.
- 5.5 In case a Party to this Agreement delivers equipment to a Motor Carrier not a Party to this Agreement, the Subscriber will be responsible for use charges until equipment is interchanged to another Party or returned to Provider.

6. INSURANCE

- 6.1 Motor Carrier shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and certificates of insurance shall specify the limits of coverage. Such coverage may be written on an Actual Cash Value basis, but in no event less than \$25,000.00, or such amount that may otherwise be required by Provider. Notwithstanding the language of this subparagraph, the Motor Carrier shall be responsible for damage to interchanged equipment while in their care, custody and control.
- 6.2 Motor Carrier shall maintain sufficient cargo insurance to cover the value of cargo being transported.
- 6.3 Motor Carriers that are self-insured and so recognized by the Interstate Commerce Commission, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by relative regulatory agency. And shall, where appropriate, provide certificates of insurance evidencing coverage for amount(s) in excess of self-insured limits.
- 6.4 Motor Carriers shall maintain insurance coverage as described above for the entire term of this agreement and provide evidence thereof to the Intermodal Association of North America. Motor Carriers' insurance companies shall give at least thirty (30) days advance written notice of cancellation of such coverage to the Intermodal Association of North America, unless cancellation is a result of non-payment in which ten (10) days notice of cancellation is required.
- 6.5 Insurance as may be required under this Agreement must be written by an Insurance Company licensed to write insurance under appropriate Federal or State regulation.

7. TIRES AND TUBES

- 7.1 Provider shall determine that tires and tubes are properly mated at time of interchange. Thereafter, until equipment is returned to Provider, repairs to tires and tubes shall be made by the Motor Carrier at the time of such tire or tube failure. At the time of interchange, tires shall be thoroughly inspected by Motor Carrier to determine that tires are properly mated and inflated and have

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sufficient tread to comply with relative governmental safety regulations. Also to determine major defects, such as:

- (1) Separation of caps
- (2) Visible blisters, cuts, bumps, bulges, or knots
- (3) Obvious signs of rim wear
- (4) Visible objects protruding from tire, such as nails, bolts, spikes

- 7.2 Any deficiency noted by inspection shall be corrected by the Provider prior to acceptance for interchange use.
- 7.3 At time of interchange there shall be recorded on the Equipment Interchange Receipt and Safety Inspection Report the name and identification number of tire owner, if available, or manufacturer's name and location of tire on the equipment.
- 7.4 Motor Carrier shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.
- 7.5 In the event of a blowout and/or total failure of a tire and/or tube, replaced by other than the Provider, replacement(s) shall be properly mated and of similar quality and value. A report of such replacement must be made to Provider giving size, ply, brand and serial numbers of tires, both removed and applied. In the event tire or tube is ruined as a result of being run flat, it is the responsibility of Motor Carrier to replace or pay for the tire or tube so ruined.
- 7.6 An unserviceable tire for which Provider is charged, shall be held by the Motor Carrier for thirty (30) days, or disposed of at the direction of Provider who must be notified timely by the Motor Carrier of such unserviceability. In the event Provider requests return of such tire, it shall be returned by a means and at a cost mutually agreed upon. The cost of such return shall be borne by Provider except where tire became unserviceable due to abuse by Motor Carrier in which case return expense is to be borne by Motor Carrier.

8. LANDING GEAR

At time of interchange landing gear must be complete as to component parts, properly secured to equipment and in suitable condition to properly support load.

9. REFRIGERATION, HEATING, AND ATMOSPHERE CONTROL

Motor Carriers should be aware that there are numerous types of refrigeration, heating, and atmosphere units in use in intermodal transportation. Such units may be permanently mounted on a container/chassis or they may be demountable units. It is incumbent on Motor Carriers to familiarize themselves with the particular equipment interchanged as well as any special operating requirements of the Provider.

- 9.1 At time of interchange a vehicle equipped with a refrigeration power unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity of fuel tank.
- 9.2 At time of interchange of a loaded vehicle under heat or refrigeration, interior air of vehicle will be at the required temperature. The refrigeration and power units shall be in satisfactory operating condition. Any power unit will have sufficient oil and the fuel tank filled to capacity.
- 9.3 Provider shall ensure that liquid cooling system of power unit is protected against freezing damage by application of sufficient permanent anti-freeze solution to prevent freezing at ambient temperature not less than minus 20 degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to power unit.
- 9.4 Motor Carrier shall be responsible for further protecting the power unit where temperature lower than the above minimum may occur while in its possession. In furnishing this protection the same type of solution shall be added to the power unit and the information tag shall be corrected to show the new temperature protection.
- 9.5 Motor Carrier shall provide proper maintenance to the heating, refrigeration and power units when vehicle contains commodities requiring temperature control.
- 9.6 Notwithstanding any provisions appearing elsewhere in this agreement, Provider shall be responsible for the cost of parts used to repair refrigeration units only when the replaced parts are returned to Provider.
- 9.7 Prior to redelivery of empty refrigerated units to Provider, Motor Carrier shall properly clean the equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.

10. TANKS

- 10.1 Prior to returning empty tank equipment to Provider, Motor Carrier shall clean interior, dome and discharge area of the equipment, and the cost thereof shall be borne by Motor Carrier. In the event tank equipment is not cleaned prior to return, Provider may refuse to accept return of the equipment.

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10.2 Provider will accept tank equipment from Motor Carrier provided the equipment has been filled so as to comply with regulatory requirements.

10.3 Tanks shall be returned with all gauges, valves, hatch covers, etc., in good operating condition and there shall be no evidence of leakage.

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

12. METHOD OF DISPUTE RESOLUTION

All disputes are handled by the Eimskip Equipment Supervisor. If it is deemed that the Equipment Supervisor cannot bring the issue at hand to a fair resolution, the matter will be referred to legal counsel.

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EFFECTIVE: MARCH 31, 1997
REVISED: MARCH 2, 2012

GALBORG PTE LTD.

Addendum to the Uniform Interchange and Facilities Access Agreement

The following terms apply to equipment interchange to Motor Carrier by Galborg Pte Ltd. (herein as "Provider") using the Uniform Intermodal Interchange and Facilities Access Agreement dated February 1, 1996.

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)

20 foot / 40 foot Container:	\$ 30.00
20 foot / 40 foot Chassis:	\$ 50.00

For a period of 2 days (Normal Period)

20 foot tri-axle chassis:	\$150.00
For all other equipment:	\$150.00

For the period after Normal Period until returned (Penalty Period):

20 foot / 40 foot Container:	\$ 50.00
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.

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(GALBORG PTE LTD CONTINUED)

- 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:

- (i) The term day means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier has thirty days from date of Provider's invoice (detention, repair, etc) to file a dispute with the Provider. Only those specific charges being challenged will be considered as payment pending. Should any other charges remain that are not in dispute, those other charges would still be considered due and full payment required. After the thirty day period, no further disputes will be considered by the Provider and all charges will be deemed accurate and Motor Carrier agrees to promptly expedite payment in full.

Frivolous disputes, as a means to purposely delay or otherwise avoid due payment, will be automatically rejected and charges will remain due and payable in full.

All disputes are to be forwarded to:

Galborg Pte Ltd
c/o Nordana (USA) Inc as agent
5200 Hollister Road, Suite 200
Houston, TX 77040
Attn: Chris Harman
Tel: 713-895-3247
Fax: 713-895-3271
Email: chh@nordanausa.com

Disputes must be in writing and include:

- a) a detailed explanation of the dispute
- b) Motor Carrier's name, address, telephone and facsimile numbers
- c) A copy of the Provider's invoice
- d) (optional) any other documents to support or assist the dispute
- e) A reasonable recommendation for a remedy

Upon receipt of the Motor Carrier's dispute notice, Provider will forward a Notice of Receipt to the Motor Carrier indicating that the dispute was received. Provider will contact the Motor Carrier and make a reasonable attempt to resolve the dispute within fifteen days of receipt of the Motor Carrier's dispute.

For disputes that are not amicably resolved between the Motor Carrier and Provider, both parties may agree to resolve the matter through mediation or arbitration. Provider may invoke their right to refer the matter to a collections service company or seek legal counsel.

III. DAMAGE AND REPAIR

- A. In the event that intermodal equipment is damaged after being received in interchange service by Motor Carrier, Motor Carrier shall promptly repair the equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds \$100.00, the consent of Provider must be obtained, in writing, before the repairs are to be made. Where Provider ascertains that wrong repairs had been made by Motor Carrier, Motor Carrier agrees to be responsible to Provider for reasonable and customary cost of the repair of such improper repairs. In the event that Motor Carrier fails to repair the damage, Provider will invoice Motor Carrier the cost of the repairs it had caused to be completed.
- B. In the event of repairs necessitated by defective equipment, Motor Carrier shall make such repairs as may be necessary for Provider's account; however, Motor Carrier shall secure written/facsimile approval from Provider before making repairs when the estimated cost of the repairs will equal or exceed \$50.00. When the cost of repairs necessitated by defective equipment is \$50 or less, Motor Carrier shall make the repairs at their own expense. When the cost of repairs necessitated by defective equipment is greater than \$50.00 and damage affects the safety or cargo-carrying capability of the equipment or is associated with normal wear and tear, Provider will reimburse Motor Carrier upon receipt of proof of repair.
- C. In the event of a blowout and/or failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment and such replacement reported to Provider showing size, ply, brand, and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (1) return the replacement tire and rim to Motor Carrier, or (2) reimburse Motor Carrier for the reasonable value of the tire, rim, and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time the equipment is redelivered to Provider. In the event Motor Carrier fails to return the blown-out or unserviceable tire(s) and rims(s) or there is evidence that the tire(s) weren't maintained or were run flat, the Provider will invoice Motor Carrier for the reasonable value of the tire(s) and rim(s).

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IV. REFRIGERATED EQUIPMENT

- A.** Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B.** Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this agreement from Provider, contact Provider for repair approval when the estimated repair cost exceeds \$100.
- C.** Empty refrigerated equipment must be redelivered in clean condition or Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning cost.

V. LOST, STOLEN, OR DESTROYED EQUIPMENT

- A.** In the event equipment is lost, stolen, or destroyed while in possession or control of Motor Carrier, Motor Carrier will, without delay, notify Provider of the incident in writing. In any event, Provider shall have the right to request that Motor Carrier redeliver to it equipment which Provider has reasons to believe has been lost, stolen, or destroyed. In the event, Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a Rail Carrier within ten (10) days of the request, Provider shall treat the equipment as lost.
- B.** Settlement for the lost, stolen, or destroyed equipment shall be made within sixty (60) days after Motor Carrier has been furnished with Provider's invoice.
- C.** Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no Providership rights or liens of any nature by virtue of having paid the Provider's invoice for lost, stolen, or destroyed equipment **UNLESS** the Provider specifically, in writing, agrees to relinquish its property.
- D.** The Motor Carrier shall be responsible for per diem charges until such time that Motor Carrier notifies, in writing, the Provider that equipment has been lost, stolen, or destroyed and the Provider acknowledges such notice.

VI. INSURANCE

- A.** Motor Carrier will maintain cargo liability insurance with coverage of at least \$50,000 per occurrence.
- B.** Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C.** Motor Carrier shall have in effect insurance covering damage to interchanged equipment in an amount at least equal to the value, but not less than \$25,000, of all intermodal equipment at any time interchange to Motor Carrier.
- D.** Motor Carrier shall name Provider ("Galborg Pte Ltd.") as additional insured and loss payee thereof on its general liability and trailer interchange insurance policies as Provider's interest may appear.
- E.** Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

EFFECTIVE: OCTOBER 1, 1999

REVISED: AUGUST 1, 2008

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HAMBURG SUD NORTH AMERICA, INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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 -

Equipment Size/Type

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. 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.

PART II - RECEIPTS AND REPORTS

At the time of interchange, an authorized representative of each Carrier shall execute in multiple copies as the parties may require, an equipment interchange receipt and safety inspection report form and/or the issuance of a gate pass by the authorized representative of the Provider to the motor carrier.

PART III - METHOD OF INVOICE DISPUTE RESOLUTION FOR EQUIPMENT FREE TIME AND CHARGES FOR DETENTION

Unless otherwise provided, notices of dispute must be given by the Motor Carrier in writing by first class mail addressed to Hamburg Sud North America, Inc., 465 South Street, Morristown, New Jersey 07960 within thirty (30) days of the invoice date. Upon receipt of Motor Carrier's notice and explanation for the dispute, Hamburg Sud North America, Inc. may reasonably conclude the charges are correct and may demand payment from the Motor Carrier. The Motor Carrier shall immediately pay the amount demanded.

PART IV - DAMAGES TO EQUIPMENT

A. Method of Determining Cost

Material used in making repairs shall be charged for at current market prices, which shall be the invoice price plus commercial freight. However, when repairs are made in commercial shops or outside repair facilities the actual amount invoiced for such material and labor must be used.

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B. IMPROPER REPAIRS

1. Where Provider ascertains that improper repairs have been made by the Motor Carrier, the Motor Carrier responsible must assume full cost of correcting improper repairs. Provider must furnish to Motor Carrier a list of improper repairs and cost estimated prior to initiating corrective repairs. If Motor Carrier does not respond within ten (10) days after notification, informing Provider of acceptance of estimate or the name of representative authorized to make inspection of alleged improper repairs, Provider may proceed with repairs.
2. Where serviceable material not standard to equipment is removed by provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, shipping instructions must be furnished within thirty (30) days of notification of the faulty repairs, accepting the bill for freight charges (collect), otherwise, such material may be treated as scrap.
3. Settlement for repairs made under this section shall be made by Provider or Motor Carrier within forty-five (45) days after receipt of billing.

PART V - REPAIRS TO EQUIPMENT

A. Tires

The Provider shall equip trailer with tires and tubes of proper size. Thereafter, until the trailer is returned repairs to the tires and tubes shall be made by the Motor Carrier. In the event of blowout or total failure of tire or tube, Motor Carrier shall furnish replacement tires and tubes in order to return the trailer to the Provider (but shall retain such replacement tires and tubes upon re-delivery of the trailer to the Provider) and shall return the blown out or unserviceable tire and tube with the trailer. In the event of failure to so return, payment therefore shall be made at the value thereof at the time of original interchange, which in the absence of specific information to the contrary, shall be \$ 200.00 per tire.

PART VI - LOST, STOLEN OR DESTROYED EQUIPMENT

- A.** Lost, stolen or destroyed equipment shall be invoiced to the Motor Carrier on a depreciated replacement value basis. The depreciated replacement value shall be calculated by the Equipment Owner according to their depreciation schedule and subject to any minimum value as stipulated by them. The total invoiced shall be considered due upon receipt and will remain exclusively between the Provider and Motor Carrier without consideration of any policies and procedures, or dependent on any deductibles of the Motor Carrier's insurance provider.
- B. Suspension of Detention Charges**
 1. When equipment is damaged and reported to the Provider under this agreement, detention will cease from date of original notification until repairs are authorized or disposition furnished by Provider.
 2. If the Provider requests equipment be sent to its designated depot for repairs, Motor Carrier will return equipment within five (5) calendar days after notice is received; otherwise, the detention charges shall be reinstated.
 3. If, on receipt from Provider of value, Motor Carrier decides to repair or send it to the Provider for repairs, the detention charge shall continue from date of original written notification to Provider as lost, stolen or destroyed.
 4. When equipment has been reported to the Provider as lost, stolen, or totally destroyed, the detention charge shall cease on the date Provider has received payment in full except as provided in 3. above.
- C. Recovery** - The payment of the depreciated replacement value invoice for lost, stolen or damaged equipment is not a transfer of title and the Provider and/or Equipment Owner retains all rights to the Equipment. In the case that lost or stolen Equipment is recovered, the Provider will refund the depreciated replacement value payment to the Motor Carrier, less any cost of recovery, damage repairs or any other cost and detention charges through the date that the Container is returned to active status with the Provider.

PART VII - INSURANCE

A. Amounts of Additional Required Coverage by Class

1. Motor Carrier shall have in effect motor truck cargo carrier's liability for an amount not less than \$100,000. The Motor Carrier's deductible on this policy shall not exceed \$5,000.00.
2. Motor Carrier shall have in effect a policy for physical damage to equipment under this agreement for comprehensive-all risk plus collision with limit of \$25,000 per unit. The Motor Carrier's deductible on this policy shall not exceed \$1,000.00.
3. General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) CSL. The Motor Carrier's deductible on this policy shall not exceed \$5,000.00.

(HAMBURG SUD NORTH AMERICA CONTINUED)

4. General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) CSL for the carriage of hazardous substances. The Motor Carrier's deductible on this policy shall not exceed \$5,000.00.
5. If Motor Carrier is self-insured and is so recognized by the Department of Transportation, the Interstate Commerce Commission, the Federal Maritime Commission, or other appropriate Federal Regulatory agencies; it must provide proof of such self-insurance in the form of an appropriate authorizing order issued by the relative regulatory agency. Self-insurance will not be considered for General Liability, Cargo Liability or physical damage to equipment.
6. Hamburg Sud North America, Inc. will not accept insurance coverages that are underwritten by a risk retention group.

B. Hamburg Sud North America, Inc. Named as Additional Insured

The General Liability insurance obtained in accordance with this Agreement shall name Provider as an additional insured, as Provider's interests may appear, and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy, or of any cancellation thereof, unless cancellation is a result of non-payment of premium in which ten (10) days advance notice of cancellation is required. Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.

PART VIII – ISO TANK CONTAINERS

Provider shall not be obligated to and shall not furnish and, except for Part VII of this Addendum, this Agreement and the Addendum shall not apply to chassis for the movement of ISO tank containers. It shall be the responsibility of the Motor Carrier and/or its customer to provide a chassis suitable for the safe transportation of ISO tank containers.

PART VIII – ADMINISTRATION FEE

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

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HANJIN SHIPPING CO., LTD.

* * * * *

Addendum to the Uniform Intermodal Interchange & Facilities Access Agreement

TERMS AND CONDITIONS

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.

2. REPAIRS REQUIRED BY DAMAGE, EQUIPMENT DEFECTS, MAINTENANCE, AND/OR SERVICE ADJUSTMENTS

- 2.1 In the event Equipment is damaged after being received in Interchange, the Motor Carrier shall promptly repair the Equipment. In the event of Motor Carrier's failure to make the required repairs, Motor Carrier will, nevertheless, be responsible for the cost thereof. If the estimated cost of repairs exceeds \$150 (One Hundred Fifty Dollars), the consent of the Provider must be obtained by the Motor Carrier before it causes the repairs to be made.

- 2.2 With the exception of reasonable wear and tear, should repairs be necessitated by defective Equipment or occasioned by ordinary use the Motor Carrier shall make such repairs as may be necessary. The cost of such repairs will be:

- A. Absorbed by the Motor Carrier when cost thereof is \$50 (Fifty Dollars) or less.
- B. Billed to and borne by the Provider in its entirety when cost exceeds \$50 (Fifty Dollars), and proof that the repairs were necessitated by ordinary wear and tear or defective Equipment is tendered to Provider.
- C. Authorized by the Provider prior to commencement of repairs when estimated cost exceeds \$150 (One Hundred Fifty Dollars).

- 2.3 All repairs will be billed to the responsible party within 90 days after repairs have been completed. Billing must include Equipment Owner's marks or alpha code and container numbers, chassis number, date and location where repaired, and all relevant details concerning items of repair.

- 2.4 A charge of \$25.00 (Twenty Five Dollars) will be assessed to Motor Carrier per invoice generated.

- 2.5 In accordance with Section E.3.b of the UIIA, material used in making repairs shall be billed at the invoice price. Provided, however, when repairs are made in commercial shops or outside repair facilities the actual amount invoice for such materials and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.

- 2.6 All repairs must maintain the Equipment Owner's equipment standards, and the materials applied must be of same quality and type. Repairs are subject to Equipment Owner's approval.

(HANJIN CONTINUED)

2.7 Equipment repaired or serviced under the terms of this Agreement will be identified to the Provider at the time of redelivery, and so noted on the Equipment Interchange Receipt executed at the time of return.

2.8 **Wrong Repairs and Replacements:**

- A. Where repairs or replacements fail to meet the requirements of Paragraph 2.5; herein, the Provider shall forthwith correct the failures and advise Motor Carrier of such action within 30 days of Interchange. The cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier.
- B. When substandard material is replaced by the Provider and, upon notification, the Motor Carrier responsible for the wrong replacement elects to have the material returned, shipping instructions must be furnished to Provider within 30 days from the date of notice and state Motor Carrier's agreement to accept collect freight charges, otherwise the materials may be treated as scrap.

3. **SETTLEMENT FOR LOST, STOLEN, OR DESTROYED EQUIPMENT**

3.1 In the event Equipment is lost, stolen, or destroyed after Interchange to Motor Carrier and before Equipment is returned to Provider, the Motor Carrier agrees to reimburse Provider for the depreciated replacement value as specified in Subparagraph 3.5 of this Addendum for said Equipment as of the date it was lost, stolen, destroyed. If Equipment is stolen, Motor Carrier shall immediately report the theft to the FBI or local law enforcement authority having jurisdiction and shall, if possible, obtain a copy of said agency's incident report. A copy of such report shall be furnished to Provider at the time of notification required by Subparagraph 3.2.

3.2 The Motor Carrier must provide the Provider with written notification within five (5) days of such damage or the discovery of loss or theft. The written notice will specify the cause, nature, and extent of damages, or the circumstances of the disappearance of the Equipment. Whenever possible, Motor Carrier shall provide Provider with a progress report of damaged or destroyed Equipment and also provide Provider with a reasonable opportunity to inspect the damaged or destroyed Equipment.

3.3 The Provider shall within fifteen (15) days of receipt of notice from the Motor Carrier stating the status of destroyed Equipment provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.

3.4 The Motor Carrier is responsible for returning, and the cost thereof, all Equipment, whether damaged or not. Motor Carrier will protect the Equipment from any further damage, unless Provider directs otherwise.

3.5 Provider shall, after receipt of notification provided in Paragraph 3.2, secure and furnish to Motor Carrier a written statement of the depreciated value of the lost, stolen, or destroyed Equipment and component parts. The depreciated replacement value shall be calculated in accordance with Equipment Owner's Depreciated Value Schedule.

3.6 Payment shall be made within thirty (30) days after the Motor Carrier has been furnished with a statement of depreciated replacement value for the lost, stolen, or destroyed Equipment.

3.7 The Equipment Owner shall maintain ownership of lost, damaged, or destroyed Equipment even after the depreciated replacement value has been paid by Motor Carrier.

4. **TIRES**

4.1 The Motor Carrier at its expense, shall provide proper maintenance to tires, including but not limited to proper inflation, repair of the flat tires, pulled valve stems, etc.

4.2 In the event of a blow out and/or total failure of a tire after Interchange, the Motor Carrier shall make all repairs at its expense. The replacement tire shall be properly mated. The Motor Carrier will return the blown or unserviceable tire with the Equipment, and shall retain the replacement tire upon redelivery of the equipment to the Provider.

4.3 In the event of failure to return the blown or unserviceable tire or to provide proper maintenance, the Motor Carrier shall reimburse the Provider the value of the tire as of the time of original Interchange. **IN THE ABSENCE OF SPECIFIC INFORMATION TO THE CONTRARY THE VALUE SHALL BE \$150 (One Hundred Fifty Dollars) PER TIRE.**

5. **CLEANING OF EQUIPMENT**

5.1 When empty refrigerated Equipment is redelivered to the Provider, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. If the Motor Carrier fails to clean empty refrigerated Equipment, the Provider may refuse to accept redelivery of the Equipment.

(Hanjin Addendum Continued)

6. **REFRIGERATION EQUIPMENT**

- 6.1 Fuel used to operate mechanical refrigeration units shall comply with all requirements of the Equipment Owner and all regulatory agencies involved in the movement.
- 6.2 The Motor Carrier shall provide proper operational maintenance to a refrigeration unit when such unit contains commodities requiring temperature control.
- 6.3 Notwithstanding any provisions of Section 2 herein, the Provider shall be responsible for the cost of parts used to repair refrigeration units only when the replaced parts are returned to the Provider.

7. **IMPORT DETENTION FREE DAYS AND CHARGES**

7.1 Detention Free Time

Free Time is the date of interchange plus four working days excluding Saturdays, Sundays and holidays which fall within freetime 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.

7.2 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 **(in California locations, detention charges shall be suspended when the Provider's authorized facility is closed on weekends or holidays):**

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 \$130.00 per day
Day 6 and thereafter \$170.00 per day
- B. Operating Refrigerated Equipment:
Day 1 thru 4 \$210.00 per day
Day 5 thereafter \$240.00 per day
- C. Flat Racks and Open Top Equipment:
Day 1 thru 4 \$160.00 per day
Day 5 thereafter \$180.00 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.

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(HANJIN ADDENDUM CONTINUED)

- 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 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 **(in California locations, detention charges shall be suspended when the Provider's authorized facility is closed on weekends or holidays):**

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 \$130.00 per day
Day 6 and thereafter \$170.00 per day
- B. Operating Refrigerated Equipment:
Day 1 thru 4 \$210.00 per day
Day 5 thereafter \$240.00 per day
- C. Flat Racks and Open Top Equipment:
Day 1 thru 4 \$160.00 per day
Day 5 thereafter \$180.00 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.

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(Hanjin Shipping Continued)

- 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

10. INSURANCE

- 10.1 Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000.00 per occurrence.
- 10.2 Additional Insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- 10.3 Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of US\$25,000 or dry vans and US\$50,000 for refrigerated equipment.
- 10.4 Motor Carrier shall name Provider as an additional insured and loss payee thereof on its general liability and trailer interchange insurance policies as Provider's interest may appear.
- 10.5 Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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**EFFECTIVE: APRIL 1, 1998
IIEC REVISION: JANUARY 18, 2008
(REVISED: MARCH 30, 2016)**

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

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. CONDITION OF EQUIPMENT, OPERATION AND MAINTENANCE

Equipment will be interchanged between Provider and Motor Carrier under the following conditions:

- 1.1 (a) Equipment when loaded shall not exceed manufacturer's gross weight limitations which shall be marked on Equipment. Motor Carrier shall comply with all loading regulations, if any, prescribed by the manufacturer of the Equipment which are marked on the Equipment, and applicable Federal, State and local laws and regulations and shall prevent excessive impact or unbalanced or concentrated loads and shall pay all fines, expenses or assessments of whatsoever nature which may arise from the Motor Carrier's failure to prevent excessive impact or unbalanced or concentrated loads.
- (b) Provider reserves the right to set its own maximum gross weight limitations on any Equipment, providing such limitations do not exceed manufacturer's specified limitations.
- (c) Motor Carrier may restrict size and weight of Equipment to meet clearance and highway requirements for movement over a particular route.

1.2 The following conditions shall be complied with at the time of Interchange and shall be noted on the Interchange receipt:

- (a) Equipment shall conform operationally to Commission/government regulations.
- (b) Open top containers shall have all readily removable components properly installed prior to interchange. Costs for proper installation are for the account of Motor Carrier.
- (c) Flat containers shall have stanchions in position or stored in proper receptacles. Winches and belts are to be operational. Tarpaulins shall be properly secured or stored.
- (d) Motor Carrier shall be responsible for removing, transporting and disposing, including selecting cleaning and disposal vendors, locations and methods, for all dunnage, debris, waste, residue, etc., prior to the return of empty Equipment. Provider reserves the right to reject equipment at the gate that does not satisfy this condition. Motor Carrier agrees to abide by all applicable laws and regulations pertaining to the cleaning of equipment and disposal of waste. Motor Carrier's indemnity in Section F.4 of the Agreement shall apply to any litigation, suit, penalty, liability or fine arising from any violation of any applicable law or regulation and any leakage, spillage, release, pollution or contamination arising out of cleaning or disposal of waste whether done by Motor Carrier or by any third party retained to accomplish said cleaning or disposal.

1.3 Tires and Tubes

(a) Prior to acceptance of Equipment, Motor Carrier shall inspect tires in order to determine that:

1. Tires are properly mated;
2. Tires are uniformly inflated at proper air pressure;
3. No improper conditions exist on tires such as:
Separation of caps, visible blisters, obvious signs
of rim wear, visible objects protruding from tires.

Acceptance of Equipment by Motor Carrier or its agent shall constitute Motor Carrier's acknowledgement that tires, tubes and flaps are in good and proper condition and of appropriate size.

- (b) Motor Carrier shall be responsible for proper maintenance of tires after acceptance of Equipment, including but not limited to, proper and uniform inflation, repair of flat tires, pulled valve stems, etc.
- (c) In event of blowout or total failure of a tire or tube while in possession of the Motor Carrier, the Motor Carrier shall:
 1. Notify the Provider in accordance with paragraph 7 of this Addendum.
 2. Replace said tire/tube with one of similar quality and value according to Provider's standards and instructions.
 3. Retain the remains of the failed tire or tube and shall, upon return of Equipment to Provider, present such remains to Provider who shall inspect such remains and replacement tire and/or tubes.
- (d) At the time of such inspection, and in the event Provider determines failure to have been caused by abuse of Equipment (e.g., tire being run flat or improper maintenance), Provider shall have the option of keeping replacement tire/tube or returning same to Motor Carrier. If replacement tire/tube is returned to Motor Carrier, Motor Carrier will be charged the replacement value of the failed tire/tube.
- (e) Should Provider determine that failure was not caused by Motor Carrier abuse, then Provider shall have the option of returning the replacement tire to Motor Carrier at time of interchange, or accepting Motor Carriers invoice for replacement, up to a maximum of \$125 per tire.
- (f) If the first tire is determined to be a run flat, Hapag Lloyd will decline payment for the second tire regardless of the reason for the failure of the second tire.

1.4 Refrigerated Containers

- (a) At the time of Interchange, the following, when applicable, shall be noted on the Equipment Interchange Receipt by Provider:
 1. The amount of fuel as registered on fuel gauge of refrigerated container or auxiliary generator, where applicable.
 2. Temperature reading recorded by the unit's thermograph or dial thermometer. If thermograph or thermometer is stated in Celsius, reading shall be noted in Celsius. If thermograph or thermometer is stated in Fahrenheit, temperature reading shall be noted in Fahrenheit.
- (b) Amount of fuel supplied to operate refrigerator or generator shall be at Provider's discretion.
- (c) Motor Carrier shall be responsible to supply fuel to operate generator after acceptance at Motor Carrier's cost. Provider reserves the right to bill Motor Carrier for excessive fuel consumed while Equipment is in Motor Carrier's possession. Unless otherwise specified, fuel supplied shall be No. 2 diesel fuel.

(Hapag Lloyd Addendum Continued)

- (d) Motor Carrier shall not undertake to make any repairs to refrigeration unit or generator without first consulting Provider. Acceptance of charges for repairs done to refrigeration unit or generator while in Motor Carrier's possession without Provider's authorization shall be in the sole discretion of Provider.
- (e) Motor Carrier shall not change temperature setting on refrigeration unit without first consulting Provider.
- (f) Motor Carrier shall not utilize refrigerated containers for the carriage of any chemicals, hazardous materials, substances or wastes, without the expressed written consent of Provider. Motor Carrier's indemnity in Section F.4 of the Agreement shall apply to any claim, liability, litigation or suit arising from any unintended, unauthorized or improper use of refrigerated containers including, without limitation, possible contamination to container, subsequent cargoes or the environment.

1.5 Tank Containers

- (a) Motor Carrier, prior to returning empty tank container to Provider, shall properly clean tank interior and all components at his expense as per 1.4(d) and in accordance with applicable laws and regulations. Tank container equipment returned to Provider shall be free of all vapors, odors, residue, previous cargo placards, hazardous materials identification numbers and shipping name markings. Upon return to Provider, tank container(s) shall be fit for immediate reuse without risk of tainting or contamination of future contents. Provider reserves the right to reject acceptance of any tank container in the event such requirements are not complied with.
- (b) All gauges, valves, fittings, dipstick and gaskets shall also be cleaned prior to return and shall be free of all residue, odor or vapor of previous contents. Gauges, valves, fittings, dipstick and gaskets shall also be cleaned prior to return and shall be free of all residue, odor or vapor of previous contents. Gauges, valves, fittings, dipsticks and gaskets shall be in proper operating condition and position upon return to Provider. Tank exterior shall also be cleaned to remove any spillage or leakage.
- (c) Upon return of tank container, Motor Carrier shall provide Provider with certificate attesting to cleanliness of tank. In the absence of the presentation of such certificate, Provider reserves the right to assess Use Charges against Motor Carrier until such certificate is produced or until the tank container is fit for reuse without risk of tainting or contamination of future contents.
- (d) Provider shall not be responsible to supply Motor Carrier with accessories, apart from standard components of tank container itself. Such additional accessories may include but are not limited to:
 - 1. Compressors;
 - 2. Heating equipment;
 - 3. Hoses or adapters;
 - 4. Generators.
- (e) Rental charges incurred for any such additional accessories shall be borne by Motor Carrier.
- (f) Prior to return of tank container, Motor Carrier will insure tank container and component parts comply with all applicable governmental regulations and/or International Codes or Requirements.

1.6 Bulk Containers/Standard Freight Containers

All requirements as to cleaning and condition of Equipment prior to or on return of equipment set forth in paragraphs 1.4(d) and 1.7 (a), (b), and (c) above shall unless otherwise agreed also apply to bulk containers or standard freight containers.

1.7 Cost of Correcting Conditions Not Complied With

In the event Provider is required to correct any condition(s) not complied with by Motor Carrier, Provider reserves the right to bill Motor Carrier for costs incurred by Provider.

2. DAMAGE, REPAIRS AND BILLING

- 2.1 In the event Equipment is damaged after being received in Interchange service, the Motor Carrier shall promptly repair the Equipment. If the estimated cost of repairs exceeds \$50.00, the Motor Carrier must obtain the consent of the Provider before it causes the repairs to be made. In the event of Motor Carrier's failure to make the required repairs Motor Carrier will, nevertheless, be responsible for the cost thereof.
- 2.2 In the event repairs are necessitated by defective Equipment or occasioned by ordinary use, the Motor Carrier shall make such repairs as may be necessary. The cost of such repairs shall be:
 - (a) Absorbed by the Motor Carrier when cost thereof is \$50.00 or less.
 - (b) Subject to 2.1- billed to and borne by the Provider in its entirety when cost exceeds \$50.00, and proof that the repairs were necessitated by ordinary wear and tear or defective Equipment is tendered to and accepted by Provider.
- 2.3 All repairs will be billed to the responsible party within 75 days after repairs have been completed, unless otherwise agreed upon. Billing must include Provider's marks or alpha code and container numbers, chassis number, date and location where repaired, and all relevant details concerning items of repair. Bills rendered after 75 days from the date of repair may be declined. As it relates to over-the-road repairs that occur during the Interchange Period, the 75 day billing timeframe is reciprocal to both the Motor Carrier and the Provider.
- 2.4 Material used in making repairs shall be billed at the invoice price. Provided, however, when repairs are made in commercial shops or outside repair facilities the actual amount invoiced for such materials and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
- 2.5 All repairs must maintain the Provider's Equipment standards and the materials applied must be of same quality and type. Repairs are subject to Provider's approval.
- 2.6 Equipment repaired or service under the terms of this Agreement will be identified to the Provider at the time of redelivery, and so noted on the Equipment Interchange Receipt executed at the time of return.

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(HAPAG LLOYD CONTINUED)

2.7 Improper/Inadequate Repairs and Replacements

- (a) Where repairs or replacements fail to meet the requirements of paragraph 2.5 herein, the Provider may correct the failure and advise Motor Carrier of such action within 30 days of Interchange. The cost of correcting inadequate repairs and replacing substantial material will be borne by the Motor Carrier.
- (b) When substantial material is replaced by the Provider and, upon notification, the Motor Carrier responsible for the wrong replacement elects to have the material returned, shipping instructions must be furnished to Provider within 30 days from the date of notice and state Motor Carrier's agreement to accept collect freight charges, otherwise the material may be treated as scrap.

2.8. Dispute of invoiced repairs

Motor Carrier shall respond in writing to Provider's invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider's invoices it believes to be incorrect.

2.9 Provider reserves the right to assess a \$25.00 administrative fee for all third party billing.

3. SETTLEMENT FOR LOST, STOLEN OR DESTROYED EQUIPMENT

- 3.1** In the event Equipment is lost, stolen or destroyed after Interchange to Motor Carrier and before Equipment is returned to Provider, the Motor Carrier agrees to reimburse Provider for the value as specified in paragraph 3.4 of this Agreement for said Equipment as of the date it was lost, stolen or destroyed. If Equipment is stolen, Motor Carrier shall immediately report the theft to the FBI or local law enforcement authority having jurisdiction and shall, if possible, obtain a copy of said agency's incident report. A copy of such report shall be furnished to Provider at the time of written notification required by paragraph 3.2.
- 3.2** The Motor Carrier shall notify Provider or Provider's representative of the loss, theft or destruction of Equipment by telephone within 24 hours of such damage or the discovery of loss or theft, and the Motor Carrier must provide the Provider with written notification with five (5) days thereafter. All notification must include Provider's marks or alpha code and Equipment number on all units involved. The written notice will specify the cause, nature and extent of damages or the circumstances of the disappearance of the Equipment. Whenever possible, Motor Carrier shall provide Provider with a status report of damaged or destroyed Equipment and also provide Provider with a reasonable opportunity to inspect the damaged or destroyed Equipment.
- 3.3** Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the costs thereof, all Equipment, whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
- 3.4 Reimbursement for Lost, Stolen or Destroyed Equipment**
 - (a) Provider shall, after receipt of written notification provided in paragraph 3.2, secure and furnish to Motor Carrier a written statement of the depreciated value as applicable pursuant to subparagraph (b) hereof, of the lost, stolen or destroyed Equipment and components parts.
 - (b) Motor Carrier agrees to reimburse Provider for lost, stolen or destroyed Equipment as follows:
 - 1. For Equipment leased by Provider, Motor Carrier agrees to reimburse Provider the depreciated value as stated in the Provider's leasing company's invoice to Provider, which amounts shall be paid to Provider within thirty (30) days after Motor Carrier has been furnished with said;
 - 2. For Equipment owned by Provider, Motor Carrier agrees to reimburse Provider the depreciated value, in the case of containers and other cargo carrying Equipment, which amounts shall be paid to Provider within thirty (30) days after Motor Carrier had been furnished with the depreciated value invoice, as applicable.
- 3.5** Provider shall have the option to retain title to owned Equipment, which is lost stolen or destroyed or to transfer title to Motor Carrier. Provider shall not be responsible for obtaining or transferring title to leased Equipment.
- 3.6** Upon notification from Provider within 18 months from the date of Interchange declaring the Equipment is lost, stolen or destroyed, Motor Carrier is obligated to reimburse Provider for the depreciated replacement value of the lost, stolen or destroyed Equipment, and Motor Carrier accepts all risk of loss, theft, damage or destruction of the Equipment during the period after Interchange but before return of Equipment to Provider.
- 3.7** With respect to Equipment not returned by Motor Carrier for 30 days or more from the time of Interchange, Provider may declare the Equipment to be lost if such Equipment is not returned to Provider or Provider's representative within sixty (60) days from the date of written notification by Provider to Motor Carrier of the non-return of such Equipment. Upon such declaration that the Equipment is lost, Provider will supply and furnish to Motor Carrier a written statement of the value and Motor Carrier agrees to reimburse Provider pursuant to the provisions of paragraph 3.4.

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.

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(HAPAG LLOYD CONTINUED)

- 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 written receipt by the Provider. 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.
- 4.7 **Recovery** – The payment of the depreciated replacement value invoice for lost, stolen or damaged equipment is not a transfer of title and the Provider and/or Equipment Owner retains all rights to the Equipment. In the case that lost or stolen Equipment is recovered, the Provider will refund the depreciated replacement value payment to the Motor Carrier, less any cost of recovery, damage repairs or any other cost and usage charges through the date that the Container is returned to active status with the Provider.
- 4.8 In the event the Motor Carrier has requested empty rail billing of an emptied import container in their possession by e-mail and said request is granted and processed by the Provider (if Motor Carrier request is verbal, e-mail confirmation must be furnished to Motor Carrier by Provider), if such container is in turn used in connection with a double-move (defined as inland transportation whereby Motor Carrier transfers the node from full import container to full export container in one single move) and the Provider is not notified of this by the Motor Carrier, the Motor Carrier is responsible for paying, administration fee of \$250 USD, plus any additional costs, fines or penalties which are associated as a result of the error. This provision would not be applicable if the Motor Carrier was not the party that requested the railbilling.

5. HAZARDOUS MATERIALS

Any Motor Carrier involved in the carriage of hazardous materials shall:

- 5.1 Maintain a current copy of the U.S. Department of Transportation "Emergency Response Guidebook" publication DOT P 5900.5 on each vehicle while transporting hazardous materials/dangerous goods.
- 5.2 Maintain a satisfactory safety rating with the Federal Highway Administration if a survey and rating has been performed/given by it.

6. INSURANCE

- 6.1 Any Motor Carrier involved in the carriage of dangerous goods shall procure and maintain throughout the term of this Agreement, comprehensive general liability insurance and comprehensive auto/truckers liability insurance covering liability to person or their property with a combined single limit bodily injury and property damage of not less than \$5,000,000 (Five Million Dollars), except as provided in Title 49 CFR Section 387.9.
- 6.2 Motor Carrier shall have in effect a policy for Trailer Interchange Insurance (physical damage to non-owned Equipment) under this Agreement for comprehensive-all risk coverage plus collision with a limit of not less than \$40,000 (Forty Thousand Dollars) per unit for Refrigerated or Tank Equipment.
- 6.3 Motor Carrier shall have in effect a policy for Trailer Interchange Insurance (physical damage to non-owned Equipment) under this Agreement for comprehensive all-risk coverage plus collision with a limit of not less than \$20,000.00 (Twenty Thousand Dollars) per unit for equipment other than refrigerated or tank.
- 6.4 Motor Carrier shall promptly provide the Intermodal Association of North America with a certificate of insurance naming Hapag Lloyd as additional insured on comprehensive general liability and trailer interchange coverage.
- 6.5 Provider cannot accept any Motor Carrier that is self-insured or insured by a risk retention group unless the risk retention group or the Motor Carrier also has and maintains a separate commercial automobile liability policy for all autos from an "A" rated insurance company which includes a UIIE-1 endorsement as specified in the body of the UII Agreement, and which names Hapag Lloyd as an additional insured. Such commercial automobile policy shall have a combined single limit of \$1,000,000 or greater insuring all Equipment involved in interchange including vehicles of the Motor Carrier's agents or contractors and shall contain no self-insured retention (SIR) or Deductible of any kind.

7. NOTICES

Notifications under this Addendum shall be effective if provided in accordance with paragraph G.14b of the Agreement.

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SCHEDULE A

(EFFECTIVE May 1, 2015)

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 four (4) 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 seven (7) 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 four (4) working days, i.e., excluding Saturdays, Sundays and Holidays. (SEE NOTES)
- d. For import and export shipments, Temperature Controlled Equipment (Refrigerated and Tank Equipment; Operating or Non-Operating): Day of Interchange plus two (2) 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

Charges applicable per Calendar Day

Equipment Type	Import/Export when Chassis Provided	Import/Export when Chassis NOT Provided
Regular Equipment	\$175 per day	\$150 per day
Special Equipment	\$175 per day	\$150 per day
Temperature Controlled Equipment *	\$425 per day	\$400 per day

* (Refrigerated and Tank Equipment; Operating or Non-Operating)

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 use 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 use charges when transported on rail under carrier's bill of lading.
- 6. When Temperature Controlled (refrigerated) containers or hardtop containers are utilized as dry cargo containers at the Equipment Provider's request, Free Time and Use 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 Use privileges.

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(Hapag Lloyd Continued)

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. 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.
11. All charges are on a calendar day basis, except in the state of California, where charges will be applicable on working days only.
12. Where the Equipment consists of a container which the Motor Carrier has taken possession of and if such container is used in connection with a double move (defined as inland transportation whereby Motor Carrier transfers the node from full import container to full export container in one single move) the Motor Carrier must notify and receive prior approval from Provider via e-mail that Motor Carrier may use the container for export. At time of approval, Motor Carrier must provide the assigned export booking number. Upon Provider's approval, the start date for export use will begin and Motor Carrier will be allowed 10 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 use charges, as described in Section 2.1. Charges.
13. If Motor Carrier's interchange rights are reinstated after termination, Provider reserves the right to assess a \$250 reinstatement fee against the Motor Carrier.

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HORIZON LINES, LLC (FORMERLY CSX LINES, LLC)

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. FINES, TRAFFIC VIOLATIONS AND CONTAINER CLEANING

- 1.1 In accordance with Section E.5. of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$250.00 charge per unit to the Motor Carrier.

2. DAMAGE, REPAIRS, MAINTENANCE AND BILLING

- 2.1 Motor Carrier shall immediately (within 12 hours of the event) notify Provider by telephone (1-214-769-5574) of any accident, crash, collision, spill (hazmat, oil, fuel, combustible liquid, chemicals, etc.), injury, damage to property, or harm to any person arising during Motor Carrier's possession, custody, or control of the Equipment. Motor Carrier shall promptly follow up its telephonic notice with an email to Provider at the following address, roadservice@horizonlines.com, which shall relate the same information as provided by telephone. Within the initial 12 hour period, Motor Carrier shall make a written report of the details of the incident, including the location, time of day, nature of the damage or injury, names of driver(s) or other persons involved, and/or witnesses, and shall make a copy of such record available to Provider upon request. In the case of a spill, Motor Carrier must also report the spilled material's description, the quantity spilled, and the spill response and cleanup process.
- 2.2 In the event that Equipment is damaged after being received in Interchange, the Motor Carrier in possession at the time the damage occurred shall, at its sole expense, return the Equipment to a condition that meets Provider's standards. Any material applied must be of similar quality and type of material removed and all repairs, when completed, are subject to acceptance by Provider. In the event of failure of the Motor Carrier to make such repairs it shall, nevertheless, be responsible for the cost thereof. All repairs must maintain the Provider's Equipment standards and any and all material applied must be of equal or better quality and type. Repairs made are subject to Provider's approval.
- 2.3 In the event that repairs are required because of defective Equipment or normal wear and tear, Motor Carrier shall make such repairs as may be necessary; provided that Motor Carrier shall:
- a) Absorb the cost of such repairs under \$50.00;
 - b) Bill to Provider the cost of all such repairs over \$50.00, which cost shall be borne Provider;
 - c) Submit its invoice for reimbursable repair costs, pursuant to 2.3b), to Provider within ninety (90) days of completion of the repair, which invoice must be supported with competent evidence, reasonably satisfactory to Provider, that the repair resulted from defective Equipment or normal wear and tear. Reimbursement is not available for repairs found to be necessitated by damage. Unsupported or improperly supported invoices shall be rejected by Provider;
 - d) In the event of a significant repair expense estimated to exceed \$50.00, arising from defective Equipment or normal wear and tear, Motor Carrier must promptly contact Provider's Road Service Support Center for approval by: (1) phone (1-214-769-5574), (2) email (roadservice@horizonlines.com), and/or (3) EDI (Electronic Data Interchange);
 - e) Promptly contact Provider via the contact points listed above in the event that Motor Carrier has a question about or requires information about repairs, reimbursement procedures, or related matters.
- 2.4 Tires: in the event of a tire failure, Motor Carrier must make appropriate repairs at Motor Carrier's expense. The replacement tire must be of the same size, type and quality. If Motor Carrier believes that the tire failure resulted from wear and tear and desires to claim reimbursement from Provider, then Motor Carrier must return the failed tire and its receipt for repair / replacement expenses within ninety (90) days after the date of the repair / replacement. Provider will examine the failed tire and issue a reimbursement if the failure is found to have resulted from wear and tear. However, Provider's reimbursement shall not exceed \$325.00, unless the amount in excess of \$325.00 is determined by Provider to be reasonable and customary for the geographic region.
- 2.5 In the event that Motor Carrier returns Equipment to Provider in a damaged condition, Provider shall take appropriate exception on the Equipment Interchange Receipt, and, before making repairs, Provider shall notify the Motor Carrier of the estimated expense. Motor Carrier shall respond to Provider's notification within three (3) business days following receipt of the notification. If no response is received by Provider within three (3) business days, Motor Carrier will be responsible for the cost of all documented repairs. Provider shall bill the Motor Carrier for the cost of the repairs within ninety (90) days of sending notification to the Motor Carrier. Billing must include Provider's marks or alpha code and Equipment number, chassis number and an itemized repair list.
- 2.6 **Improper Repairs:**
- a) Where Provider ascertains that substandard or improper repairs have been made, the Motor Carrier must assume full cost of correcting improper repairs. Provider must furnish to Motor Carrier a list of repairs determined by Provider to be substandard or improper and a cost estimate prior to initiating corrective repairs. If Motor Carrier does not respond within ten (10) days after notification, informing Provider of acceptance of estimate or the name of representative authorized to make inspection of such substandard or improper repairs, Provider may proceed with repairs at Motor Carrier's sole cost and expense.

(Horizon Lines LLC Continued)

- b) Where serviceable material not standard to Equipment is removed by Provider and, the Motor Carrier has been notified of same, as provided above, the Motor Carrier may request that the non-standard material be returned at the Motor Carrier's expense. If Motor Carrier does not request return of such material, Provider may treat the material as scrap.
- 2.7 Payment in full for repairs made under this Section for which Motor Carrier is responsible shall be made by Motor Carrier within sixty (60) days after receipt of billing from Provider. If Payment in full is not made within sixty (60) days after receipt of billing, Motor Carrier will be liable for additional late fees, which are 1.5% per month of the invoice amount up to, but not to exceed the maximum amount allowed by law.
- 2.8 Equipment involved in an accident requiring Equipment quarantine:
 - a) In the event that Equipment is damaged in an accident such that Provider requires the Equipment to be quarantined, Motor Carrier shall be responsible for repositioning expenses from the location of the accident to a mutually-agreed quarantine storage location. Upon completion of quarantine period, Motor Carrier is required to return Equipment to Provider at mutually-agreed location.
 - b) Upon any accident, Motor Carrier will be billed for and/or responsible for payment of the following:
 - 1. Expenses to have the damaged Equipment surveyed by a third-party surveyor
 - 2. Documented repair expense
 - 3. Tow expense from location of the accident to quarantine storage facility
 - 4. Repositioning expense from quarantine storage facility to point of return to Equipment Provider
- 2.9 The determination of normal wear and tear versus damage shall be at the sole discretion of Provider. In the event of a dispute in the classification of wear and tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with an invoice issued by Provider, Motor Carrier must submit a written objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in determining the legitimacy of the objection. The decision of Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. SETTLEMENT FOR LOST, STOLEN OR DESTROYED EQUIPMENT

- 3.1 In the event that Equipment is lost, stolen or Destroyed while in possession or control of the Motor Carrier, the Motor Carrier agrees to reimburse Provider on the basis of the depreciated replacement value of the Equipment plus any special equipment and accessories, less depreciation for the special equipment and accessories, as calculated in accordance with this section as of the date of Motor Carrier's notification to Provider that that the Equipment was lost, stolen or Destroyed. This notification shall be made to Provider through written correspondence sent by certified U.S. Mail with delivery confirmation and return receipt, and shall identify the Equipment by Provider's marks or alpha code and Equipment number. Motor Carrier shall send the foregoing required written notice to Provider within five (5) business days of its discovery of the loss, theft or destruction. The written notice will specify the cause, nature and extent of damages or the circumstances of the disappearance of the Equipment. If the Equipment is lost, stolen or Destroyed, Motor Carrier agrees to file a police report with the local authorities and submit a copy of the police report to Provider.
- 3.2 Provider shall, within thirty (30) days after receipt of Motor Carrier's written notification, secure and furnish to the Motor Carrier a written statement showing the date of acquisition and the depreciated replacement value of the lost, stolen or Destroyed Equipment calculated in accordance with this Section.
- 3.3 Motor Carrier will be responsible for all applicable Per Diem charges for the Equipment up to the date that Provider is notified by Motor Carrier that the Equipment is lost, stolen, or Destroyed.
- 3.4 In the event that Provider is compelled to declare Equipment to be lost, stolen or Destroyed pursuant to Section E.2.d of the UIIA, the depreciated replacement value of the Equipment shall be determined as of the date of the last interchange of the Equipment to the Motor Carrier. Provider may, in its sole discretion, declare Equipment to be lost, stolen or Destroyed if Provider cannot locate the Equipment after reasonable efforts to do so.
- 3.5 There will be a non-refundable administrative fee of One Hundred Fifty Dollars (\$150.00) added to each invoice processed for Equipment that has been lost, stolen, or destroyed.
- 3.6 Equipment depreciated replacement value shall be computed as follows:
 - a) Depreciated Replacement Value of Provider owned trailers, containers, chassis, special equipment and accessories, generator sets, and mechanical refrigeration units shall be the current market price (invoice value plus commercial freight charges) to replace the lost, stolen or Destroyed Equipment and shall be depreciated on a straight line basis, as follows:

-more-

(Horizon Lines LLC Continued)

- 1) In determining the depreciated replacement value of special equipment and accessories, other than mechanical refrigeration units or generator sets, the current market price shall be used. The current market price shall be the invoice price plus commercial freight charges plus fifteen (15%) percent of the invoice price.
- 2) Replacement Value (current market price) of special equipment and accessories other than mechanical refrigeration units shall be added to the replacement value (current market price) of the Equipment, and this sum shall be depreciated pursuant to Paragraph 3.6.b in order to determine the depreciated replacement value of the Equipment and special equipment and accessories other than mechanical refrigeration units at the time of notification to the Provider.
- 3) In determining the depreciated replacement value of a mechanical refrigeration unit, the manufacturer's current market price for a similar unit with all component parts, including the fuel tank or bottles, depreciated by the age of the damaged unit (using the rate shown in Paragraph 3.6.b shall be calculated and added to the depreciated replacement value of the Equipment, special equipment and accessories other than mechanical refrigeration units.
- 4) Age of chassis or container, or special equipment and accessories, other than mechanical refrigeration units and parts, shall be determined by subtracting year and month in which originally built from year and month in which notification to Provider is made with no fractional part of a month being considered.
- 5) Age of mechanical refrigeration units with all component parts, including fuel tanks, shall be determined in the same manner as outlined in Paragraph 3.6.b., using date of original installation and date originally built.
- 6) Chassis, trailers, or Containers, new or rebuilt, or special equipment and accessories, other than mechanical refrigeration units, at one-third of one percent (1/3% or 0.0033%) per month – four percent (4%) per annum – applied to age of Equipment, with maximum depreciation limited to forty-five (45%) percent of the current market value.
- 7) Mechanical refrigeration units and generator sets with all component parts, including fuel tanks or bottles, at ten percent (10%) per annum applied to age of units with maximum depreciation limited to forty (40%) percent of the current market value.

b) EXAMPLE:

Provider owned Container at 5 Years Age

Unit was manufactured in January, 2005 and declared as Destroyed January, 2010. Therefore, the age is sixty (60) months. To determine the depreciation amount, multiply 4% by replacement value of Equipment then divide by 12 months to get the monthly depreciation amount. Then multiply monthly depreciation amount by the # of months in service to get your total depreciation amount. Then take that depreciation amount and subtract it from the replacement value. This is the depreciated replacement value.

As shown in the below example, $0.04 \times \$10,172 = \406.88 divided by 12 years = \$33.91 monthly depreciation

$\$33.91 \times 60$ months = \$2,034.60 total depreciation

$\$10,172 - \$2,036.40 = \$8,135.60$ depreciated replacement value

Table 3.6.(b)

1.	Replacement value of Equipment	\$10,000
2.	Replacement value of special equipment and accessories other than mechanical refrigeration units (Sum of 2.c. plus 2.d.)	\$ 172
a.	Invoice price	\$ 100
b.	Commercial freight charges	\$ 50
c.	Subtotal of 2.a. and 2.b.	\$ 150
d.	15% of Subtotal of 2.a. and 2.b.	\$ 22
3.	Total replacement value of equipment and special equipment and accessories other than mechanical refrigeration units (Sum of 1. and 2.)	\$10,172
a.	Depreciation for equipment and special Equipment and accessories other than mechanical refrigeration Units - 5 years. (Total replacement value of Equipment and special Equipment multiplied by depreciation rate	(\$2,036.40)
b.	Depreciated replacement value of Equipment and special Equipment and accessories other than mechanical refrigeration units	\$ 8,135.60
4.	Replacement value of mechanical refrigeration unit	\$ 2,000
a.	Depreciation for mechanical refrigeration unit – 5 years	(\$ 1,000)
b.	Depreciated replacement value of mechanical refrigeration unit	\$ 1,000
5.	Total depreciated replacement value of Equipment, special equipment, accessories, and mechanical refrigeration ("total depreciated replacement value") (Sum of 3.b. and 4.b)	\$ 9,135.60
6.	Non-refundable Administrative fee	\$ 150
7.	Total amount billed	\$9,285.60

(Horizon Lines LLC Continued)

- 3.7 Motor Carrier has thirty (30) days after Motor Carrier has been furnished a written statement of the depreciated replacement value of the lost, stolen, or Destroyed Equipment to dispute the amount of the Statement or manner of calculation.
- 3.8 Settlement shall be made within sixty (60) days after Motor Carrier has been furnished the written statement of the depreciated replacement value of the lost, stolen or Destroyed Equipment. If payment in full is not made within sixty (60) days after receipt of billing, Motor Carrier will be liable for additional late fees, which are set forth as 1.5% per month of the invoice amount but not to exceed the maximum amount allowed by law.
- 3.9 Once settlement has been made with respect to Equipment owned by Provider, Provider will transfer ownership of the Equipment to Motor Carrier, and Provider shall have no further liability for such Equipment. Once settlement has been made with respect to Equipment not owned by the Provider, Provider will not transfer ownership of the Equipment, unless the arrangement between Provider and Equipment owner expressly allows such a transfer of ownership. Motor Carrier will have ten (10) days from settlement date to remove the Equipment from its current location. If Equipment is not removed within such time period, Motor Carrier shall be liable for the applicable storage fees (or a charge of \$25.00 per day if the Equipment is located at Provider's facility).
- 3.10 Provider will release ownership of the Equipment to the Motor Carrier, upon receipt of depreciated replacement value, as provided in Section 3.9, above. If Motor Carrier, in its sole discretion, declines ownership, then Provider shall not transfer ownership to Motor Carrier. In such case, Provider will retain ownership and will charge Motor Carrier a disposal fee in the amount of the stipulated salvage value set forth below in Section 3.10(a), such that no salvage shall be due Motor Carrier.

If Motor Carrier has not paid the depreciated replacement value within sixty (60) days of the invoice date therefore, Provider may dispose of the Equipment. Additionally, Motor Carrier shall be liable to Provider for daily storage charges, commencing on the 30th day after the date of Provider's invoice for the depreciated replacement value. Motor Carrier shall be charged a disposal fee in the amount of the stipulated salvage value set forth below in Section 3.10(a), such that no salvage shall be due Motor Carrier.

- a) Salvage value for each chassis or Container regardless of type of construction is Five Hundred Dollars (\$500.00). Salvage value for mechanical refrigeration units, generator sets, and all component parts including fuel tanks is Six Hundred Twenty Five Dollars (\$625.00).

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.

(Horizon Lines LLC Continued)

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.

5. INSURANCE

In addition to the insurance requirements contained in Section F.6 of the UIIA standard agreement, Motor Carrier shall also provide the following additional insurance coverages:

- 5.1 A Motor Carrier shall have in effect a Motor Truck Cargo Liability Policy with a minimum of One Hundred Thousand Dollars (\$100,000.00) of coverage per incident. In addition, Motor Carrier is required to maintain a Trailer Interchange policy covering physical damage to non-owned Equipment while in its care, custody and/or control with a limit of twenty-five thousand dollars (\$25,000.00) per each Equipment type. Motor Carrier shall also have an applicable Statutory Workers' Compensation Policy for those states in which it anticipates Operations (if such Policy is required by law). If Motor Carrier is not required by law to provide workers' compensation, Motor Carrier must send a letter to UIIA on its company letterhead stating the reason for the exemption for the records. Motor Carrier shall ensure that certificates of insurance indicating the required policies and endorsements be provided by its insurance company and/or agents to the Intermodal Association of North America ("IANA") at: 11785 Beltsville Drive, Suite 1100, Calverton, Maryland 20705. Motor Carrier shall maintain insurance coverage as described above for the entire term of this Agreement. Motor Carrier's insurance carrier shall give at least thirty (30) days advance written notice of cancellation or major changes of such coverage to UIIA. However, if cancellation of insurance results from non-payment of a premium, then the advance notice of cancellation shall be at least ten (10) days.

Motor Carrier's liability shall not be limited to the amount of insurance required herein, nor shall policy exclusions or exemptions in Motor Carrier's policies affect Motor Carrier's liability to Provider. Motor Carrier's that are self-insured and so recognized by the Department of Transportation, the Federal Motor Carrier Safety Administration or other appropriate regulatory agencies, must provide proof of such self-insurance in the form of an appropriate authorizing order issued by the governing regulatory agency, and such self-insurance will be approved by Provider on an individual basis.

Provider cannot accept insurance coverages that are underwritten by a risk retention group.

- 5.2 Motor Carrier shall name Provider as additional insured on Motor Carrier's automobile and commercial general liability insurance policies.
- 5.3 In addition to complying with all insurance requirements set forth in the UIIA and this Addendum, Motor Carrier shall have and maintain all insurance coverage(s) required by applicable laws and regulations, including without limitation the regulations of the Federal Motor Carrier Safety Administration.

6. LANDING GEARS

- 6.1 At time of interchange, landing gear must be complete as to component parts, properly secured to Equipment and in suitable condition to properly support load.
- 6.2 Motor Carrier in possession of Equipment shall provide required maintenance service to landing gear, including minor repairs and lubrication.

7. REFRIGERATION AND HEATING

- 7.1 At time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity of fuel tank.
- 7.2 At time of Interchange of a loaded vehicle under heat or refrigeration, interior air of vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, or mechanical generator set to make the trip, as measured by the Equipment
- 7.3 Provider shall protect the liquid cooling system of mechanical unit and generator set against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus 20 degrees F. The type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
- 7.4 Motor Carrier shall be responsible for further protecting the mechanical unit and generator set if a temperature below than the above minimum temperature may occur while in its possession. In furnishing this protection the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
- 7.5 Motor Carrier shall provide proper maintenance to the heating, refrigeration unit, and generator set when vehicle contains commodities requiring temperature control.

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(Horizon Lines LLC Continued)

- 7.6 Fuel used to operate mechanical refrigeration units and generator sets in either heat or refrigeration service shall comply with all requirements of the Provider and any governing regulatory agencies.
- 7.7 Prior to empty refrigerated Equipment being redelivered to the Provider, the Motor Carrier shall properly clean the Equipment at its expense. This includes, but is not limited to, steam cleaning. In the event that refrigerated Equipment is not properly cleaned prior to return, Provider may refuse to accept its return until properly cleaned or invoice Motor Carrier for all cleaning charges.

8. TANKS

- 8.1 The Motor Carrier agrees to return Equipment to Provider in a like condition of that which received. Provider reserves the right to require Motor Carrier to clean interior, dome and discharge area of Equipment, at Motor Carrier's cost, in the event tank Equipment is not clean when returned, and may refuse to accept return until properly cleaned.
- 8.2 Tanks shall be returned with all gauges, valves, hatch covers, etc., in good operating condition and working order with no evidence of leakage.

9. GENERAL PROVISIONS

- 9.1 Motor Carrier represents and warrants that it has a "satisfactory" safety rating issued by the U.S. Department of Transportation and that Motor Carrier shall maintain such rating during the term of this Agreement. Motor Carrier shall notify Provider in writing immediately upon issuance of a safety rating of less than "satisfactory."
- 9.2 Provider may terminate this Agreement if Motor Carrier fails to maintain any licenses, certificates, permits and authorizations required by any local, state or federal agency for the performance of the services hereunder or if Motor Carrier fails to comply with any laws and regulations applicable to or governing the services provided hereunder or if Motor Carrier fails to maintain the insurance or safety rating required by this Addendum. Provider shall give five (5) business days advance written notice of termination to Motor Carrier, and termination shall be effective on midnight of the 5th business day, unless Motor Carrier has within such time substantially cured the circumstances giving rise to the notice of termination.
- 9.3 Except as otherwise provided elsewhere in the Agreement, Provider may suspend Motor Carrier's privilege of use of Provider's Equipment for any breach of any provision of this Agreement, including this Addendum, that is not cured within five (5) business days after Provider provides notice to Motor Carrier of such breach. After providing notice of breach, no further notice of suspension or "shut-out" is required to be given to Motor Carrier prior to such suspension or "shut-out" and such suspension or "shut-out" will remain in effect, at Provider's sole discretion, until such time as any breach is cured and/or any such outstanding invoice is paid.
- 9.4 With the exception of Section G.4. of the UIIA, Provider or Motor Carrier have the right to terminate the Agreement if the other party has breached this Agreement without curing such breach within five (5) business days after receiving notice of such breach. Termination by Provider or Motor Carrier by written or facsimile notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination of this Addendum shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
- 9.5 In the absence of instructions from Provider or its agents, the Motor Carrier shall be responsible for promptly and expeditiously returning of all equipment to Provider immediately following the unloading of cargo from the interchanged Equipment. Motor Carrier shall inspect the Equipment at the time of interchange with Provider so as to confirm the apparent cleanliness and dryness of the unit.
- 9.6 Before any litigation is initiated against Provider with regard to charges or cost items, Motor Carrier shall advise Provider in writing of such disputed charges or items on Provider's invoices within thirty (30) days of Motor Carrier's 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 amount as invoiced or will issue a credit to the Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for Motor Carrier's withholding or delaying payments of undisputed charges. In the event that charges have been verified by Provider and are again rejected and disputed by Motor Carrier for whatever reasons, Provider and Motor Carrier reserve their rights and remedies under the law regarding payment of such charges.
- 9.7 All dollar amounts in this Addendum are stated in U.S. currency (USD) and all payments must be made in U.S. currency (USD).

EFFECTIVE: MAY 15, 2002
REVISED TO REFLECT NAME CHANGE: MARCH 7, 2003
REVISED: JANUARY 7, 2013
IIEC REVISION: FEBRUARY 20, 2015
IIEC REVISION: JUNE 5, 2015

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HYUNDAI MERCHANT MARINE, INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to Equipment Interchange to Motor Carrier by Hyundai Merchant Marine Co. Ltd. ("HMM" or "Provider") using the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"), dated September 15, 2002, or as it may be revised from time to time.

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.

I. Equipment **Free Time and Use/Rental Charges**

A. For Equipment used to move import and export shipments by HMM, 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: Day of initial interchange plus three (3) working days
4. Chassis: Day of initial interchange plus four or three working days based on the type of corresponding containers.

B. The Motor Carrier will be assessed a daily use/rental charge for containers and/or chassis until said Equipment is returned to the Provider or its authorized facility operator in accordance with Section E.1. of the UIIA.

C. For Equipment used to move **import shipments by HMM** after the expiration of free time, the Motor Carrier shall be billed for the payment of the following per diem use/rental charges: (see notes)

1. Regular Equipment	Day 1 – 4	US\$ 110.00 per day
	Day 5 and thereafter	US\$ 140.00 per day
2. Open Top/Flat Rack Equipment	Day 1 - 4	US\$ 290.00 per day
	Day 5 and thereafter	US\$ 390.00 per day
3. Refrigerated/Tank Equipment	Day 1 - 4	US\$ 290.00 per day
	Day 5 and thereafter	US\$ 390.00 per day
4. Chassis: provided by HMM US \$25 per day (will be added on per diem charge for Containers)		

Note: Regular equipment includes equipment of all types/sizes including 20, 40 and 45 dry containers, high-cube containers, hanger containers, other than open top containers, flat rack containers, refrigerated equipment and tank equipment.

D. For Equipment used to move **export shipments** by HMM after expiration of free time, the Motor Carrier shall be billed for the payment of the following per diem use/rental charges: (see notes):

1. Regular Equipment -	Day 1-4	US\$ 100.00 per day
	Day 5 and thereafter	US\$ 140.00 per day
2. Flat Rack/Open Top	Day 1-4	US\$ 200.00 per day
	Day 5 and thereafter	US\$ 280.00 per day
3. Refrigerated/Tank Equipment	Day 1-4	US\$ 200.00 per day
	Day 5 and thereafter	US\$ 280.00 per day
4. Chassis: Provided by HMM – US \$25 per day (will be added on per diem charge for Containers)		

Note: Regular Equipment includes equipment of all sizes including 20, 40, 45, dry containers, high-cube containers, hanger containers, **other than** open top containers, flat rack containers, refrigerated equipment and tank equipment.

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 Legal Holidays.

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(Hyundai Continued)

- E. In the event that Provider provides a chassis for CY shipments at the request of the Motor Carrier, Motor Carrier shall be billed for the payment of the rental charges at the rate of \$25 per day. In this case, there will be no free time available.
- F. A Motor Carrier interchanging Equipment with a rail carrier for an OCP movement shall not be assessed for per diem use charges for the transit time with rail carrier. 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 shall be provided upon request by Provider.
- G. Invoices submitted by Provider, or their agents for per diem use/rental charges are due and payable by Motor Carrier and must in all events be paid within thirty (30) days of the date of the invoice.
- H. 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.

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

A. For 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 Equipment used to **move** import shipments after the expiration of free time, the Motor Carrier shall be billed for the payment of the following per diem charge. (see notes)

1. Regular Equipment – (20')	Days 1 - 4	US\$ 110.00 per day
Regular Equipment – (40', 40H', 45')	Days 5 and thereafter	US\$ 140.00 per day
2. Open Top/Flat Rack Equipment	Days 1-3	US\$ 290.00 per day
	Days 4 and thereafter	US\$ 390.00 per day
3. Refrigerated/Tank Equipment	Days 1-3	US\$ 290.00 per day
	Days 4 and thereafter	US\$ 390.00 per day

Note: Regular equipment includes equipment of all types/sizes, among others, 20, 40, 45 dry containers, high-cube containers, hanger containers, other than open top containers, flat rack containers, refrigerated equipment and tank equipment.

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 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 Equipment used to export shipments after the expiration of free time, the Motor Carrier shall be billed for the payment of the following per diem charge: (see notes)

1. 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
2. Open Top/Flat Rack Equipment	Days 1 -5	US\$ 200.00 per day
	Days 6 and thereafter	US\$ 250.00 per day
3. Refrigerated/Tank Equipment (20', 40', 40H)	Days 1-5	US\$ 200.00 per day
	Days 6 and thereafter	US\$ 250.00 per day

Note: Regular equipment includes equipment of all types/sizes including dry containers, high-cube containers, hanger containers, other than open top containers, flat rack containers, refrigerated equipment and tank equipment.

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.

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(HYUNDAI MERCHANT MARINE, INC. CONTINUED)

- E. 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.

Section 2. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise HMM in writing of any disputed items on Provider's invoices within 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.

Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the terms of this Agreement. In the event that charges which have been verified by the Provider are again rejected and disputed by Motor Carrier for whatever reasons, Motor Carrier will have 15 days from the date of Provider's response to either pay the claim or seek arbitration pursuant to Article H of the UIIA and Exhibit D thereto.

Section 3. DAMAGE AND REPAIRS

- A. In the event Equipment is damaged after being received in interchange service by Motor Carrier, the Motor Carrier shall promptly repair the Equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds US\$150.00 the consent of the Provider must be obtained before the repairs are made. Where Provider ascertains that wrong repairs have been made by Motor Carrier, the Motor Carrier agrees to be responsible to Provider for the full cost of correcting such wrong repairs. In the event Motor Carrier fails to repair the damage, the Provider will invoice the Motor Carrier the cost of the repairs it caused to be corrected.
- B. In the event of repairs necessitated by defective equipment Motor Carrier shall make such repairs as may be necessary for the Provider's account; however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed US\$150.00. When the cost of repairs necessitated by defective equipment is less than US\$50.00 Motor Carrier shall make the repairs at its own expense.
- C. In the event of total failure of the tire, and/or tube while Equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the Equipment, and such replacement reported to Provider showing size, ply, brand and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the Equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (i) return the replacement tire and rim to the Motor Carrier, or (ii) reimburse the Motor Carrier for the reasonable value of the tire, rim and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time Equipment is redelivered to Provider. In the event Motor Carrier fails to return blown out or unserviceable tire(s) or it is clear that the tire(s) weren't maintained or run flat the Provider will invoice Motor Carrier for the value of the tire(s) and rim(s). Invoice amounts shall be US\$150.00 for a tire and US\$30.00 for a rim.
- D. Invoices submitted by Provider, or their Agents for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserve the right to assess an administrative fee of \$25.00 USD, on any invoice, irrespective of the invoice amount. In the event Motor Carrier disputes any invoice, Motor Carrier shall take the same procedure as described in Section 2 of this Addendum.

Section 4. REFRIGERATED EQUIPMENT

- A. Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B. Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this Addendum, contact the Provider for repair approval when the estimated repair cost will exceed US\$50.00.
- C. Empty refrigerated equipment must be redelivered in a clean condition or the Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning costs.

Section 5. SETTLEMENT FOR LOST, STOLEN OR DESTROYED EQUIPMENT

- A. In the event Equipment is lost, stolen or destroyed after Interchange to Motor Carrier and before Equipment is returned to Provider or its authorized facility operator in accordance with Section E.1. of the UIIA, the Motor Carrier agrees to reimburse Provider for the depreciated replacement value as specified in Subparagraph 5(E) of this Agreement for said Equipment as of the date it was lost, stolen or destroyed.
- B. The Motor Carrier must provide the Provider with written notification within five (5) days of such damage or the discovery of loss or theft. The written notice will specify the cause, nature and extent of damage or the circumstances of the disappearance of the Equipment. Whenever possible, Motor Carrier shall provide Provider with a progress report of damaged or destroyed Equipment and also provide Provider with a reasonable opportunity to inspect the damaged or destroyed Equipment.

(HYUNDAI MERCHANT MARINE – CONT'D)

- C. Provider shall, within fifteen (15) days of receipt of notice from the Motor Carrier status of destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
- D. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the costs thereof, all Equipment, whether damaged or not and Motor Carrier will protect the Equipment from any further damage.
- E. Provider shall, after receipt of notification provided in Paragraph 5(B) secure and furnish to Motor Carrier a written statement of the depreciated replacement value of the lost, stolen or destroyed Equipment and component parts provided that Motor Carrier furnishes to Provider the proper evidence documents such as police report for lost or stolen Equipment and certified survey report for the destroyed Equipment. Otherwise, Provider shall secure and furnish to Motor Carrier the depreciated replacement value of a new Equipment. The casualty shall be based on the value of new Equipment with a ten (10) year life depreciated on a straight line basis. In no event, shall the depreciated replacement value be less than 50% of the new Equipment replacement value.
- F. Payment shall be made within thirty (30) days after the Motor Carrier has been furnished with a statement of depreciated replacement value for the lost, stolen or destroyed Equipment. And the Equipment use charge specified in Section I shall be continued until the payment is made in full by Motor Carrier for the Equipment depreciated replacement value.
- G. Provider shall maintain the ownership of lost, damaged or destroyed Equipment even after the depreciated replacement value has been paid by Motor Carrier.
- H. Provider will notify Motor Carrier within 18 months from the date of Interchange if Equipment is declared lost, stolen or destroyed.

Section 6. INSURANCE

In addition to the insurance requirements as set forth in Section F.6. of the UIIA, Motor Carriers are required to comply with additional requirements as follows:

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least US\$100,000.00 per occurrence.
- B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other Federal, State or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damages to interchanged equipment no less than \$30,000 USD.
- D. Motor Carrier shall name Provider as an additional insured and loss payee thereof on its auto liability and trailer interchange policies as Provider's interest may appear.
- E. **Provider** cannot accept any Motor Carrier that is self-insured or insured by a risk retention group unless the risk retention group or the Motor Carrier also has and maintains a separate commercial automobile liability policy for all autos from an a rated insurance company which includes a UIIE-1 endorsement as specified in the body of the UII Agreement, and which names Hyundai Merchant Marine Co. Ltd. as an additional insured. Such commercial automobile policy shall have a combined single limit of \$1,000,000 or greater insuring all Equipment involved in interchange including vehicles of the Motor Carrier's agents or contractors and shall contain absolutely no self-insured retention (SIR) or deductible of any kind.

Section 7. OTHER CHARGES

- A. Provider reserves the right to assess administrative charges of \$150.00 to Motor Carrier per Traffic Citation / Fines on bill back Invoices generated.
- B. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Fee of \$250.00, in addition to the above noted costs.
- C. Motor Carrier may be assessed a misuse charge at rates noted below for unauthorized usage of HMM container and chassis that is unrelated to a HMM container movement or has not been authorized by HMM in writing.

US\$ 500 – per 20' dry container
US\$ 800 – per 40' or 40' high cube dry container
US\$ 2000 – per 20' or 40', 40' high cube reefer container
US\$ 2000 – per 20' or 40' special equipment
US\$ 250 per day – per chassis equipment with underslung genset or per clip on genset and not used for HMM reefer booking or Bill of Lading

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(HYUNDAI MERCHANT MARINE – CONT'D)

- D. Motor Carrier shall be required to pay a penalty for late payment at the rate of 2% per month (or portion thereof) for all payments not received within 30 days of the invoice date.
- E. If Motor Carrier's interchange rights are reinstated after termination, HMM reserves the right to assess a \$250.00 reinstatement fee against the Motor Carrier.
- F. Collection expenses incurred by HMM in collecting past due charges shall be invoiced to the delinquent Motor Carrier.

EFFECTIVE: FEBRUARY 1, 1996
REVISED: FEBRUARY 16, 2015

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

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchanged to Motor Carrier by Provider using the Uniform Intermodal Interchange and Facility Access Agreement dated March 8, 1995, Amended September 20, 1995, or as it may be revised from time to time.

Provider: As used in this Addendum, Provider shall refer to Kawasaki Kisen Kaisha Ltd., "K" Line New York, and to "K" Line America, Inc., doing business in its own name and as The Rail-Bridge Corporation.

The Parties hereby recognize and agree each time the Motor Carrier interchanges equipment from Provider in accordance with the terms of this Agreement that the Motor Carrier shall remain responsible to the Provider for performance of all provisions of the Agreement including all charges, arising out of the use or operation of interchange equipment, whether the equipment is in the possession of the Motor Carrier or has been interchanged with a permissive user.

It is understood that this agreement applies solely to the intermodal interchange of equipment between Motor Carrier and Provider; that none of Kawasaki Kisen Kaisha, Ltd., its agent "K" Line America, Inc., its agent "dba" as The Rail-Bridge Corporation, or "K" Line New York is a Motor Carrier for hire regulated by federal or state highway motor carrier regulatory authorities; and that this is not an interchange between Motor Carriers as defined by the federal regulations applicable to Motor Carriers.

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.

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.
- B. **Advanced Notice Requirement.** The terms and conditions of this Addendum may be amended by Provider 10 days after providing Motor Carrier notice of such change. The modified terms and/or charges will apply only to equipment interchanged after the effective date of the revised Addendum.
- C. All Parties agree to be bound by the terms and conditions of this Agreement in any and all cases from the time that the Equipment is placed in the physical possession of Motor Carrier or its agents until the Equipment is returned to the physical possession of Provider or its agents regardless of the date and time of the receiving and delivery EIR's, and whether or not one or more of the Parties to this Agreement, for any reason, has failed to execute an EIR.

II. Invoicing and Invoice Terms

- A. Unless otherwise notified by Motor Carrier, Provider will send invoices to either the email address, fax, or physical address Motor Carrier has registered with IANA for UIIA Notices.
- B. Provider will endeavor to invoice other parties when alternate or additional contact information is provided by Motor Carrier.
- C. Where proof of Provider'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:
 - 1. For emailed invoices, the invoice email date will be used.
 - 2. For faxed invoices, the invoice fax date will be used.
 - 3. For mailed invoices, the invoice system recorded invoice created date shall be used.
- D. Provider will endeavor to email monthly statements to Motor Carrier for all outstanding invoices.
- E. Subject to deadlines for invoicing in the UIIA, the frequency for Provider's invoicing of Motor Carrier shall be determined by Provider 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 Provider 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. If Provider deems it necessary to contact the services of a collection company for delinquent invoice(s), this service fees and/or commissions shall be payable by Motor Carrier. In addition the Provider may deduct any amounts overdue without dispute from any invoice payment made to the Motor Carrier for services received by the Provider or any relevant legal costs involved in the collection of outstanding amounts.

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III. METHOD OF INVOICE DISPUTE RESOLUTION

- A. The following dispute resolution process applies for all types of invoices issued by Provider or its agent.

III. 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 Provider in writing of any disputed items on invoices within 30 days of the receipt of Provider's invoice(s).
- C. 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.
- D. All charges not disputed within the deadline of this Addendum are due within 30 days of invoice date.
- E. Dispute must include:
1. Motor Carrier's Name, Address, Telephone Number and E-mail address.
 2. A copy of Provider's invoice with all supporting documentation.
 3. A detail explanation of the dispute.
 4. Documents (i.e. gate receipts) to support dispute.
 5. A reasonable recommendation for remedy.
- F. Motor Carrier shall provide disputes in writing to the party listed on the invoice as well as one of the following e-mail addresses depending on the type of dispute:
1. Per Diem Billing: PerDiem@US.Kline.com
 2. M&R/Lost/Stolen Billing: MECclaims@MEC-USA.com
 3. Violation/Toll & Other Billing: RICHLNEQ@US.Kline.com
 4. Other Types of Invoices: RICLNEQ@US.Kline.com
- G. Provider will endeavor to respond to all claims within 30 days. Except for invoice types addressed under different terms in the UIIA, Provider does not forfeit its right to collect on invoices if it doesn't respond within the established guidelines.

IV. OTHER CHARGES

- A. In the event Motor Carrier redelivers equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said equipment to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery fee of \$250, in addition to the above noted cost.
- B. Provider reserves the right to access an administrative charge of \$35.00 for M & R invoicing, violations, citations, dunnage-trash removal from empty container terminations, or any invoice issued by Provider to Motor Carrier allowable under the UIIA.
- C. If Motor Carrier's interchange rights are reinstated after termination Provider reserves the right to assess a \$250 reinstatement fee against the Motor Carrier.

V. DAMAGES TO EQUIPMENT

- A. In the event equipment is damaged after being received in interchange, Motor Carrier shall repair damage to equipment Provider's standards, cost of these repairs to be for Motor Carrier's account. Materials used to complete these repairs must be of similar quality and type as material removed. Repairs, when completed, are subject to acceptance by equipment Provider. If the estimated cost of the foregoing repairs exceeds \$100, the consent of Provider shall be obtained before Motor Carrier causes repairs to be made.
- B. Motor Carrier agrees to be responsible to Provider for all costs of decontaminating equipment that has been loaded with contaminating commodities or residue from the cargo carried in the equipment.
- C. When equipment is in the possession of the Motor Carrier and a tire and/or tube is ruined as a result of being run flat or otherwise abused, it will be the responsibility of Motor Carrier to replace the ruined tire and/or tube, or pay Provider the reasonable cost of such a replacement.
- D. "K" Line may elect to refuse to accept in interchange from Motor Carrier any Equipment that is not in clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. If Motor Carrier fails to return any Equipment in a clean condition, it shall also pay to "K" Line an additional penalty charge of \$250.00 plus an additional ten (10%) over and above any expenses (including but not limited to fines, cleaning and transportation expenses) incurred by "K" Line.
- E. **Wrong Repairs.** Where Provider ascertains the wrong repairs have been made while equipment was in the custody of Motor Carrier, Motor Carrier agrees to be responsible to Provider for the full cost of correcting such wrong repairs. Provider will furnish Motor Carrier a list of wrong repairs and cost estimates to correct such wrong repairs as soon as practical after equipment's redelivery to Provider. Motor Carrier has fifteen (15) days after notification to inform Provider of any objections to the items on the cost estimate. Motor Carrier's failure to notify Provider of any objection to the wrong repairs will indicate Motor Carrier's acceptance of responsibility for the cost of correcting such improper repairs.

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(K-Line continued)

VI. REPAIRS TO EQUIPMENT

- A. **Over the Road:** In the event of repairs necessitated by defective equipment, Motor Carrier shall make such repairs as may be necessary for the Provider's account, provided that Motor Carrier shall secure written approval from Provider before making any repairs where the estimated will exceed \$50. When the cost of repairs necessitated by defective equipment is less than \$50, Motor Carrier shall make the repairs at its own expense.
- B. Ordinary maintenance and other service adjustments required while the interchanged equipment is in the control of Motor Carrier will be for the account of Motor Carrier.
- C. In the event of a tire or tube failure while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment, and such replacement reported to Provider showing size, ply, brand and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to i) return the replacement tire and rim to the Motor Carrier, or ii) reimburse the Motor Carrier for the reasonable value of the tire, rim, and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time equipment is redelivered to Provider.
- D. "K" Line will accept Motor Carrier billing as set forth in Section V. during the first fifteen (15) days the Equipment is in the possession of Motor Carrier. Any expenses incurred by Motor Carrier on the sixteenth (16th) or subsequent days must be absorbed by the Motor Carrier.

VII. LOST, STOLEN OR DESTROYED EQUIPMENT

- A. For Equipment interchanged under this Addendum that are reported as lost, stolen or destroyed the settlement amount will be the greater of the Actual Cash Value or the depreciated replacement value. In no event, shall the settlement value be less than 50% of the new chassis Equipment replacement value.
- B. Provider shall have the right to request that Motor Carrier redeliver interchanged equipment at any time Provider has reason to believe the equipment has been lost, stolen, or destroyed. Failure to redeliver the requested equipment within ten (10) days of Provider's request shall be considered to be Motor Carrier's notification required by Section D.1.b of the UIIA Agreement.
- C. Settlement for Lost, Stolen, or Destroyed Equipment shall be made within thirty (30) days after Motor Carrier has been furnished Provider's invoice for the lost, stolen or destroyed equipment.
- D. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no Providership rights or liens of any nature by virtue of paying cost of repairs or lost value. Provider does retain the right to relinquish ownership to Motor Carrier responsible for lost/stolen Equipment.
- E. When equipment is lost, stolen or otherwise unreported, Motor Carrier agrees to be responsible for all equipment use charges for such equipment until Provider receives payment for the charges owed arising from Motor Carrier's interchange of the equipment.
- F. If lost Equipment is recovered and is authorized to return to the Provider's designated facility, the use charge will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment value has been received a refund will be made to the Motor Carrier less any costs of recovery, Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
- G. In the case of Total Los/Destroyed when Provider agrees to relinquish ownership and Motor Carrier elects to procure salvage rights/ownership, all costs related to storage/handling of Equipment will be payable by the Motor Carrier prior to release of Equipment by Provider.

VIII. MOTOR CARRIER RESPONSIBILITY: REFRIGERATED CARGO (FOR DISPATCHED DOOR MOVES ONLY)

- A. Temperature settings will be indicated by "K" Line America on Dispatch Order ("D.O.") provided to the Motor Carrier. At time of loading, if the supplier advises a temperature that is different from "K" Line's D.O., the Motor Carrier must notify "K" Line prior to any deviation regardless of how minimal it might be. Motor Carrier will be responsible for any and all damage that occurs due to deviations in reefer temperature settings of which "K" Line has not been notified as required herein, not including damage resulting from latent defects in the reefer unit in which the Motor Carrier has no control and did not cause in any way. If any defect or malfunction is observed by the Motor Carrier, it is the Motor Carrier's responsibility to notify "K" Line immediately.
 - 1. The Motor Carrier shall return refrigeration Equipment with fuel tanks filled to capacity, or reimburse Provider for the cost of fuel consumed.
 - 2. Fuel used to operate mechanical refrigeration unit shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.
 - 3. Prior to redelivery to Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense.
- B. Equipment when loaded shall not exceed the chassis manufacturer's gross weight limitations which shall be marked on the chassis units.

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(K-Line continued)

IX. INSURANCE

- A. In addition to the other insurance requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement at its own expense:
1. Liability insurance in an amount not less than \$5,000,000.00 for the carriage of hazardous substances as defined in 49 CFR 171.8, as amended, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosive, poison gas (Poison A), liquified compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173 as amended. Proof of such coverage is only required where and when Motor Carrier has been engaged to carry the cargoes described in this paragraph. Motor Carriers not carrying such cargoes need not provide proof of such coverage.
 2. Liability insurance in an amount not less than \$1,000,000.00 for the carriage of oil listed in 49 CFR 172.101, as amended, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, as amended, unless also mentioned in subparagraph (A), Note (1.) above.
 3. Cargo insurance, covering all risks of loss or damage to the commodities hauled, in an amount not less than \$100,000.00 per occurrence.
 4. Insurance covering loss of or damage to Equipment after Interchange to Motor Carrier, in the minimum amount of \$25,000 per occurrence unless additional insurance is required by Provider, in which case such additional insurance will be obtained by Motor Carrier prior to Interchange.
- B. Motor Carrier shall name Provider as an Additional Insured and loss payee thereof on their General Liability, Auto Liability and Trailer Interchange policies as Provider's interest may appear. Motor Carrier shall obtain such additional insurance as required by the federal, state or local governmental agency or authority which has jurisdiction over the Motor Carrier.
- C. Upon request, Motor Carrier shall furnish to the IANA the insurance policies required by this Agreement. However, Provider shall be under no duty to either ascertain the existence of or to examine any such insurance policy or to advise Motor Carrier in the event such insurance coverage does not comply with the requirements of this Agreement.
- D. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of Provider. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.
- E. Motor Carrier, if self-insured and so recognized by the governing federal regulatory agency or agencies shall maintain policies of insurance to meet the insurance requirements of this Agreement in excess of the Motor Carrier's federal regulatory approved self-insured limits.
- E. Provider cannot accept insurance coverages that are underwritten by a risk retention group.

X. RETURN LOCATION

- A. 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. Should equipment return location change, Provider will notify Motor Carrier of changes in accordance with Section E.1. of the UIIA.
- B. Separate bilateral agreements, emails from "K" Line issued by 1600 the day prior to return from the Provider, and shipping orders from "K" Line supersede conflicting internet postings.
- C. 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.

XI. NOTICE OF ACCIDENT OR INCIDENT PROCEDURES

- A. Accidents and related occurrences involving injury or Equipment damage must be notified to "K" Line America, Inc. as agents for Kawasaki Kisen Kaisha, "K" Line, as soon as possible and no later than within 24 hours. Priority of contact is:
1. The "K" Line America, Inc. Regional Office that dispatched the effected shipment. If not dispatched or if contact information is unknown please utilize local office contact listings at http://www.kline.com/KAMOffices/K-Line_North_America_Office_Location.asp.
 2. **During East Coast Business Hours:** "K" Line America, Inc. National Claims Dept. (800)609-3221, Option #5 or RICBCLAIMS@us.kline.com
 3. **Non Business Hours:** Manager of "K" Line America, Inc. National Transportation Group (800)684-7221, Option #2.

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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 six (6) 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 four (4) 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, Import or Export Merchant Haulage (CY) =	USD\$ 100/cntr/day
Regular, Import or Export Carrier Haulage (Door) =	USD\$ 125/cntr/day
REFRIGERATED	USD\$ 150.00/cntr/day
TANK	USD\$ 120.00/cntr/day
BARE CHASSIS	USD\$ 85.00/chs/day

- Note 1:** Regular equipment includes equipment of all sizes, with or without chassis, among others, 20 and 40-foot dry containers, high cube containers, bare chassis, etc., other than refrigerated equipment, tank equipment.
- Note 2:** Refrigerated equipment includes refrigerated equipment of all sizes, with or without chassis, among others, open top containers, flat rack equipment, standard flatbed trailers, and any other specialty equipment, other than regular equipment or tank equipment.
- Note 3:** 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.

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 considered 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

<u>BILLABLE DAY</u>	<u>PER DIEM CHARGES</u>
1	\$35.00
Each day Thereafter	\$35.00

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

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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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EFFECTIVE JUNE 10, 1999
REVISION EFFECTIVE: JANUARY 4, 2016

**MAERSK AGENCY U.S.A., INC. as Agent for A.P. Moller-Maersk
(dba MAERSK LINE/SAFMARINE/MAERSK DOMESTIC/SEALAND)**

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

In accordance with Section B.2. of the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIFAA"), the Parties agree to the following Addendum. The UIIFAA and its Addendum shall collectively be referred to as this "Agreement":

I. GENERAL

- A. Whenever Interchanging Equipment between themselves, Provider and Motor Carrier agree to comply with all of the provisions of the Agreement and this Addendum. Capitalized terms that are used herein that are not defined shall have the meaning provided for in the UIIFAA.
- B. The parties acknowledge that the terms of this Agreement shall apply to all business activities of Provider, including without limitation, the domestic activities of Maersk Agency USA, Inc. dba Maersk Domestic.
- C. The provisions of this Agreement set forth the complete and exclusive agreement between provider and Motor Carrier, and supersedes all prior addenda, Provided however, if there is a separate motor carrier service agreement between Provider and Motor Carrier, this separate agreement is not extinguished pursuant to this clause. To the extent that the provisions of this Agreement conflict with the provisions of that separate motor carrier agreement, the provisions of this Agreement will govern. This Agreement can only be modified in writing.
- D. Motor Carrier represents and warrants that it has a "satisfactory" safety rating issued by the U.S. Department of Transportation and that Motor Carrier shall maintain such a rating during the term of this Agreement. Motor Carrier shall notify Provider in writing immediately upon issuance of a safety rating of less than "satisfactory".
- E. Provider may terminate this Agreement if Motor Carrier fails to maintain any licenses, certificates, permits and authorizations required by any local, state or federal agency for the performance of the services hereunder or if Motor Carrier fails to comply with any laws and regulations applicable to or governing the services provided hereunder or if Motor Carrier fails to maintain the insurance or safety rating required by this Addendum. Provider shall exercise this right in good faith, providing to Motor Carrier a written statement stating the reasons for its action by registered mail or confirmed facsimile transmission within five (5) business days of the event causing such termination.

II. TERM

- A. With the exception of Section G.4., Provider or Motor Carrier have the right to terminate the Agreement if the other party has breached this Agreement without curing such breach within five (5) business days after receiving notice of such breach. Termination by Provider or Motor Carrier by written or facsimile notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination of this Addendum shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
- B. Except as otherwise provided elsewhere in the Agreement, Provider may suspend Motor Carrier's privilege of use of Interchange of Equipment for any breach of any provision of this Agreement that is not cured within five (5) business days after Provider provides notice of such breach. After providing notice of breach, no further notice of suspension or "shut-out" is required to be given to Motor Carrier prior to such suspension or "shut-out" and such suspension or "shut-out" will remain in effect, at Provider's sole discretion, until such time as any breach is cured and/or any such outstanding invoice is paid.

III. LOST, STOLEN OR DESTROYED EQUIPMENT; EQUIPMENT NOT RETURNED

- A. Following the expiration of free time, detention shall accrue until Equipment is returned. If Equipment is lost, stolen, destroyed or not returned, detention shall continue to accrue until Motor Carrier pays Provider for the Equipment in accordance with the provisions of the Agreement.
- B. If the Equipment is reported lost or stolen and is not found and recovered before settlement, Section E.2.a. of the UIIA shall apply and the Motor Carrier will pay the remaining usable life which will be the depreciated replacement value. The Motor Carrier will make payment of the depreciated replacement value, less salvage, if applicable, within 30 days of receipt of invoice from Maersk, Inc. The depreciated replacement value and salvage value shall be determined by the Provider of the Equipment, in accordance with the standards generally prevailing for valuing Equipment, and the Motor Carrier will be advised of the depreciated replacement value and salvage value.

IV. GENERAL MAINTENANCE

- A. Motor Carrier will be responsible for and bear the cost of the following maintenance expenses during the lease period:
 - Flat Tire Repairs
 - Brake Adjustments
 - All repairs under \$50.00 USD (repairs in excess of \$50.00 USD must be pre-approved by Provider)

V. Out of Service Reimbursement

If Motor Carrier is found to be responsible for damage to Equipment under this Agreement when Equipment is returned to Provider's possession, then in addition to Motor Carrier's responsibility to pay for any repairs, Motor Carrier shall pay Provider the following additional amount as a one-time fee to compensate Provider for such Equipment being out of service:

- A. USD \$150 per dry container
- B. USD \$300 per reefer container

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(MAERSK CONTINUED)

VI. INSURANCE

A. In addition to any other requirements under this Agreement, Motor Carrier shall have in effect at the time this agreement is signed and shall maintain for the full term of this agreement the following insurance coverage:

- (1) General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) CSL or the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of \$3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
- (2) General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
- (3) Motor Truck Cargo Insurance, covering all risks of loss or damage to cargo, in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per occurrence.
- (4) Trailer Interchange insurance, including Collision, with a limit of not less than an amount equal to the value of all interchanged equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD).

B. The Insurance obtained in accordance with this agreement, specifically Automobile and General Liability shall name Provider as an additional insured, as Provider's interests may appear..

C. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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).

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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:
Four (4) working days
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:
Days 1-4: USD 120.00	Days 1-4: USD 95.00	Days 1-4: USD 120.00
Days 5-8: USD 165.00	Days 5-8: USD 140.00	Days 5-8: USD 165.00
Days 9+: USD 195.00	Days 9+: USD 175.00	Days 9+: USD 195.00
b. Operating Refrigerated Equipment:	b. Operating Refrigerated Equipment:	b. Operating Refrigerated Equipment:
Days 1-3: USD 315.00	Days 1-3: USD 289.00	Days 1-3: USD 315.00
Days 4+: USD 415.00	Days 4+: USD 400.00	Days 4+: USD 415.00
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):
Days 1-3: USD 315.00	Days 1-3: USD 289.00	Days 1-3: USD 315.00
Days 4+: USD 415.00	Days 4+: USD 400.00	Days 4+: USD 415.00

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 Continued)

Maersk Agency U.S.A. Inc.
9300 Arrowpoint Boulevard
Charlotte, NC 28273-8136
Attention: Trucker Collections
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

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.

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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: \$270 per calendar day
Days 5-9: \$375 per calendar day
Days 10+: \$440.00 per calendar day

b. Operating Refrigerated and Tank Equipment:

Days 1-3: \$480 per calendar day
Days 4-7: \$635 per calendar day
Days 8+: \$735 per calendar day

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

Days 1 – 3: \$480 per calendar day
Days 4 – 7: \$635 per calendar day
Days 8+: \$735 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.

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

VIII. OVERWEIGHT CONTAINERS

- A. Provider will not participate in the transportation of overweight containers on the nation's highways. In the interest of public safety, and to comply with U.S. Laws, it is necessary that the Motor Carrier ensures that the transportation of the consignment conforms with all legal over-the-road regulations.

IX. INVOICE DISPUTE RESOLUTION

This dispute resolution covers the following types of invoices generated by Maersk Demurrage & Detention group:

- A.
 - 1) Demurrage Billing-On terminal container use beyond free time.
 - 2) Detention – Merchant Haulage - Off terminal container use beyond free time billed to trucker on Port/CY/or Ramp Moves.
 - 3) Per Diem – Carrier Haulage - Off terminal container use beyond free time billed to shipper or consignee on Store Door moves
 - 4) LST – Billing for Lost or Stolen equipment
 - 5) Parking Violations – Cost recovery for fines billed to Maersk. These are re-billed to responsible parties.
 - 6) Draywatch – Transaction fees associated with acceptance of work orders in Maersk’s Draywatch application.
 - 7) M & R Invoices

B. Dispute Notification and Resolution Timeframe

The Motor Carrier must advise Provider of disputes within 30 days of invoice receipt. Provider will respond to Motor Carrier within 30 days of dispute receipt.

Provider shall process Motor Carrier’s dispute and provide the outcome via written communication.

The methods by which Motor Carrier can dispute are the following: IN THE US & CANADA:

- 1. All invoice disputes must be submitted online at www.maerskline.com* under MyFinance.

(Maersk Continued)

Section X. INVOICE REBILLS

If Provider determines that it has either overcharged Motor Carrier, or has undercharged Motor Carrier, Provider retains right to invoice more than once and to provide Motor Carrier with a revised invoice(s). All re-bills will be invoiced by Provider within the established timeframes set forth in the Agreement.

Section XI. INVOICE COPIES

Initial invoice copy will be sent to the Motor Carrier via e-mail or fax. All additional copies of invoices will only be available at www.maerskline.com* under MyFinance.

*www.maerskline.com for Maersk Line invoices

*www.safmarine.com for Safmarine invoices

*www.sealand.com for SeaLand invoices

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EFFECTIVE: FEBRUARY 1, 1996

REVISED: June 28, 2015

Name Change: December 1, 2014

IIEC REVISION: JUNE 5, 2015

MATSON NAVIGATION COMPANY, INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following Addendum shall apply to equipment interchanged to Motor Carrier by Matson Navigation Company, Inc. ("Provider") using the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA"), dated February 1, 1996, or as it may be revised from time to time.

I. REFRIGERATED EQUIPMENT

Motor Carrier shall provide proper maintenance of refrigeration power units when Equipment contains commodities requiring temperature control while in Motor Carrier's possession. Motor Carrier shall use the type of fuel indicated on the refrigeration power unit. Prior to empty refrigerated Equipment being redelivered to Provider, Motor Carrier, at its own expense, shall properly clean the Equipment, including, but not limited to, steam cleaning.

II. DAMAGE TO EQUIPMENT

- A. Except for tires and tubes, damage to which is subject to the provisions of Paragraph II.D of this Addendum, if Equipment is damaged other than through ordinary wear and tear while in Motor Carrier's custody, Motor Carrier shall obtain from a reputable equipment repair facility an estimate of the cost of restoring the Equipment to the condition in which received, using workmanlike labor and materials of standard quality. If the reputable repair facility's estimate of repairs is \$200 or less, Motor Carrier shall cause the repairs to be made. If the reputable repair facility's estimate of repairs exceeds \$200, Motor Carrier shall notify Provider. Upon receipt of Motor Carrier's notice that the estimated cost of repairs exceeds \$200, Provider at its option (1) may consent to the repairs, in which case Motor Carrier shall cause them to be made at Motor Carrier's expense or (2) require return of the damaged Equipment, in which case Motor Carrier promptly shall return the damaged Equipment to Provider at Motor Carrier's expense. Motor Carrier shall pay the reasonable cost of such repairs within thirty (30) days of Provider's request for payment.
- B. If the Equipment is damaged through ordinary wear and tear while in Motor Carrier's custody, Motor Carrier shall obtain from a reputable equipment repair facility an estimate of the cost of restoring the Equipment to the condition in which received, using workmanlike labor and materials of standard quality, and shall notify Provider of the damage. Upon receipt of Motor Carrier's notice, Provider at its option (1) may consent to the repairs, in which case Motor Carrier shall cause them to be made at Provider's expense, or (2) request return of the damaged Equipment, in which case Motor Carrier promptly shall return the damaged Equipment to Provider.
- C. If Motor Carrier causes repairs to be made by persons other than Provider, whether or not Provider has consented to such repairs, the repairs shall be made to Provider's reasonable satisfaction.
- D. In the event of a blowout and/or total failure of a tire and/or tube while Equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the Equipment, and such replacement reported to Provider, showing size, ply, brand and serial numbers of the tire(s) removed and applied. Motor Carrier shall pay for the cost of the replacement tire(s).

III. LOST, STOLEN OR DESTROYED EQUIPMENT

- A. If interchanged Equipment is lost, stolen, or destroyed while in Motor Carrier's custody, or is so badly damaged that Motor Carrier reasonably concludes that the Equipment is likely to have suffered a constructive total loss, Motor Carrier shall notify Provider immediately upon learning of the Equipment's loss, theft, or condition. Additionally, if Motor Carrier reasonably concludes that the Equipment is likely to have suffered a constructive total loss, it shall obtain the repair estimate required by Paragraph II.A of this Addendum.
- B. Upon receipt of Motor Carrier's notice that the Equipment is likely to have suffered a constructive total loss and the estimated cost of repairs, Provider at its option (1) may consent to the repairs, in which case Motor Carrier shall cause them to be made at its own expense to an amount not to exceed the Actual Cash Value and at Provider's expense as to any additional amount, or (2) request return of the damaged Equipment, in which case Motor Carrier promptly shall return the damaged Equipment to Provider. If Motor Carrier returns the Equipment to Provider at Provider's request, Provider at its option (1) may repair or cause the repair of the Equipment for Motor Carrier's account in an amount not to exceed the Actual Cash Value of the Equipment, or (2) treat the Equipment as a constructive total loss and require that Motor Carrier pay the Actual Cash Value, less salvage as reasonably determined by Provider.
- C. Motor Carrier shall pay the amount invoiced by Provider for lost, stolen or destroyed Equipment within thirty (30) days of receipt of Provider's invoice.
- D. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no Provider's rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen or destroyed Equipment unless Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.

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(MATSON NAVIGATION COMPANY, INC. CONTINUED)

IV. USE CHARGES

A. Domestic Shipments

1. 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 Paragraph IV.A.2 of this Addendum from the date of interchange until (1) in the case of lost, stolen, or destroyed Equipment, Provider receives notice of the Equipment's loss, theft, or destruction, (2) in the case of damaged Equipment, Provider has requested the return of the Equipment, or repairs have been completed and the Equipment has been returned to Provider. If Provider requests that damaged Equipment be returned to it rather than be repaired, additional use charges shall accrue from the date of the request if the Equipment has not commenced the return movement within five days after the date of the request.

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
 - a. Regular dry equipment: day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays
 - b. Open top containers/flatbed or flatrack trailers: day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays and holidays
 - c. Refrigerated equipment: day of initial interchange plus three (3) working days, i.e., excluding Saturdays, Sundays and holidays

(Matson Navigation Continued)

2. Charges

Detention charges shall be charged for each calendar day following free time as follows:

Dry containers	U.S.\$65
Open top containers/flatbed or flatrack trailers	U.S.\$80
Refrigerated equipment	U.S.\$100

V. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items 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 of 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.

VI. INSURANCE

Motor Carrier shall maintain the insurance required in Section F.6.a, b and c of the UIIA. In addition, Motor Carrier shall maintain cargo liability insurance with coverage of at least \$100,000 per occurrence and trailer interchange insurance covering loss or damage to Equipment after interchange to Motor Carrier with coverage of at least \$20,000 per occurrence. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist. All insurance described above shall provide the same coverage for any subhaulers with whom Motor Carrier contracts to perform services under this Agreement. Such insurance shall be placed with an insurance carrier having a B+ or better Best rating. Motor Carrier shall cause Provider to be endorsed or named as an additional insured on the general liability insurance and trailer interchange insurance required by the UIIA and this Addendum. Upon notice of the cancellation of any insurance policy in which Provider is endorsed or named as an additional insured, Motor Carrier shall return all Equipment in Motor Carrier's custody to Provider before the effective date of the cancellation. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of Provider. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.

Motor Carriers that are self-insured and so recognized approved by the Department of Transportation must provide proof of such authority to self-insure in the form of an appropriate authorizing order issued by the DOT.

EFFECTIVE DATE: JULY 1, 2000
REVISED: JANUARY 18, 2007

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MATSON NAVIGATION COMPANY OF ALASKA LLC (Formerly HORIZON LINES OF ALASKA, LLC)

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. FINES, TRAFFIC VIOLATIONS AND CONTAINER CLEANING

- 1.1 In accordance with Section E.5. of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$250.00 charge per unit to the Motor Carrier.

2. DAMAGE, REPAIRS, MAINTENANCE AND BILLING

- 2.1 Motor Carrier shall immediately (within 12 hours of the event) notify Provider by telephone (1-214-769-5574) of any accident, crash, collision, spill (hazmat, oil, fuel, combustible liquid, chemicals, etc.), injury, damage to property, or harm to any person arising during Motor Carrier's possession, custody, or control of the Equipment. Motor Carrier shall promptly follow up its telephonic notice with an email to Provider at the following address, roadservice@horizonlines.com, which shall relate the same information as provided by telephone. Within the initial 12 hour period, Motor Carrier shall make a written report of the details of the incident, including the location, time of day, nature of the damage or injury, names of driver(s) or other persons involved, and/or witnesses, and shall make a copy of such record available to Provider upon request. In the case of a spill, Motor Carrier must also report the spilled material's description, the quantity spilled, and the spill response and cleanup process.

- 2.2 In the event that Equipment is damaged after being received in Interchange, the Motor Carrier in possession at the time the damage occurred shall, at its sole expense, return the Equipment to a condition that meets Provider's standards. Any material applied must be of similar quality and type of material removed and all repairs, when completed, are subject to acceptance by Provider. In the event of failure of the Motor Carrier to make such repairs it shall, nevertheless, be responsible for the cost thereof. All repairs must maintain the Provider's Equipment standards and any and all material applied must be of equal or better quality and type. Repairs made are subject to Provider's approval.

- 2.3 In the event that repairs are required because of defective Equipment or normal wear and tear, Motor Carrier shall make such repairs as may be necessary; provided that Motor Carrier shall:

- a) Absorb the cost of such repairs under \$50.00;
- b) Bill to Provider the cost of all such repairs over \$50.00, which cost shall be borne Provider;
- c) Submit its invoice for reimbursable repair costs, pursuant to 2.3b), to Provider within ninety (90) days of completion of the repair, which invoice must be supported with competent evidence, reasonably satisfactory to Provider, that the repair resulted from defective Equipment or normal wear and tear. Reimbursement is not available for repairs found to be necessitated by damage. Unsupported or improperly supported invoices shall be rejected by Provider;
- d) In the event of a significant repair expense estimated to exceed \$50.00, arising from defective Equipment or normal wear and tear, Motor Carrier must promptly contact Provider's Road Service Support Center for approval by: (1) phone (1-214-769-5574), (2) email (roadservice@horizonlines.com), and/or (3) EDI (Electronic Data Interchange);
- e) Promptly contact Provider via the contact points listed above in the event that Motor Carrier has a question about or requires information about repairs, reimbursement procedures, or related matters.

- 2.4 Tires: in the event of a tire failure, Motor Carrier must make appropriate repairs at Motor Carrier's expense. The replacement tire must be of the same size, type and quality. If Motor Carrier believes that the tire failure resulted from wear and tear and desires to claim reimbursement from Provider, then Motor Carrier must return the failed tire and its receipt for repair / replacement expenses within ninety (90) days after the date of the repair / replacement. Provider will examine the failed tire and issue a reimbursement if the failure is found to have resulted from wear and tear. However, Provider's reimbursement shall not exceed \$325.00, unless the amount in excess of \$325.00 is determined by Provider to be reasonable and customary for the geographic region.

- 2.5 In the event that Motor Carrier returns Equipment to Provider in a damaged condition, Provider shall take appropriate exception on the Equipment Interchange Receipt, and, before making repairs, Provider shall notify the Motor Carrier of the estimated expense. Motor Carrier shall respond to Provider's notification within three (3) business days following receipt of the notification. If no response is received by Provider within three (3) business days, Motor Carrier will be responsible for the cost of all documented repairs. Provider shall bill the Motor Carrier for the cost of the repairs within ninety (90) days of sending notification to the Motor Carrier. Billing must include Provider's marks or alpha code and Equipment number, chassis number and an itemized repair list.

2.6 Improper Repairs:

- a) Where Provider ascertains that substandard or improper repairs have been made, the Motor Carrier must assume full cost of correcting improper repairs. Provider must furnish to Motor Carrier a list of repairs determined by Provider to be substandard or improper and a cost estimate prior to initiating corrective repairs. If Motor Carrier does not respond within ten (10) days after notification, informing Provider of acceptance of estimate or the name of representative authorized to make inspection of such substandard or improper repairs, Provider may proceed with repairs at Motor Carrier's sole cost and expense.

(Matson Navigation Company of Alaska LLC Continued)

- b) Where serviceable material not standard to Equipment is removed by Provider and, the Motor Carrier has been notified of same, as provided above, the Motor Carrier may request that the non-standard material be returned at the Motor Carrier's expense. If Motor Carrier does not request return of such material, Provider may treat the material as scrap.
- 2.7 Payment in full for repairs made under this Section for which Motor Carrier is responsible shall be made by Motor Carrier within sixty (60) days after receipt of billing from Provider. If Payment in full is not made within sixty (60) days after receipt of billing, Motor Carrier will be liable for additional late fees, which are 1.5% per month of the invoice amount up to, but not to exceed the maximum amount allowed by law.
- 2.8 Equipment involved in an accident requiring Equipment quarantine:
 - a) In the event that Equipment is damaged in an accident such that Provider requires the Equipment to be quarantined, Motor Carrier shall be responsible for repositioning expenses from the location of the accident to a mutually-agreed quarantine storage location. Upon completion of quarantine period, Motor Carrier is required to return Equipment to Provider at mutually-agreed location.
 - b) Upon any accident, Motor Carrier will be billed for and/or responsible for payment of the following:
 - 1. Expenses to have the damaged Equipment surveyed by a third-party surveyor
 - 2. Documented repair expense
 - 3. Tow expense from location of the accident to quarantine storage facility
 - 4. Repositioning expense from quarantine storage facility to point of return to Equipment Provider
- 2.9 The determination of normal wear and tear versus damage shall be at the sole discretion of Provider. In the event of a dispute in the classification of wear and tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with an invoice issued by Provider, Motor Carrier must submit a written objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in determining the legitimacy of the objection. The decision of Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. SETTLEMENT FOR LOST, STOLEN OR DESTROYED EQUIPMENT

- 3.1 In the event that Equipment is lost, stolen or Destroyed while in possession or control of the Motor Carrier, the Motor Carrier agrees to reimburse Provider on the basis of the depreciated replacement value of the Equipment plus any special equipment and accessories, less depreciation for the special equipment and accessories, as calculated in accordance with this section as of the date of Motor Carrier's notification to Provider that that the Equipment was lost, stolen or Destroyed. This notification shall be made to Provider through written correspondence sent by certified U.S. Mail with delivery confirmation and return receipt, and shall identify the Equipment by Provider's marks or alpha code and Equipment number. Motor Carrier shall send the foregoing required written notice to Provider within five (5) business days of its discovery of the loss, theft or destruction. The written notice will specify the cause, nature and extent of damages or the circumstances of the disappearance of the Equipment. If the Equipment is lost, stolen or Destroyed, Motor Carrier agrees to file a police report with the local authorities and submit a copy of the police report to Provider.
- 3.2 Provider shall, within thirty (30) days after receipt of Motor Carrier's written notification, secure and furnish to the Motor Carrier a written statement showing the date of acquisition and the depreciated replacement value of the lost, stolen or Destroyed Equipment calculated in accordance with this Section.
- 3.3 Motor Carrier will be responsible for all applicable Per Diem charges for the Equipment up to the date that Provider is notified by Motor Carrier that the Equipment is lost, stolen, or Destroyed.
- 3.4 In the event that Provider is compelled to declare Equipment to be lost, stolen or Destroyed pursuant to Section E.2.d of the UIIA, the depreciated replacement value of the Equipment shall be determined as of the date of the last interchange of the Equipment to the Motor Carrier. Provider may, in its sole discretion, declare Equipment to be lost, stolen or Destroyed if Provider cannot locate the Equipment after reasonable efforts to do so.
- 3.5 There will be a non-refundable administrative fee of One Hundred Fifty Dollars (\$150.00) added to each invoice processed for Equipment that has been lost, stolen, or destroyed.
- 3.6 Equipment depreciated replacement value shall be computed as follows:
 - a) Depreciated Replacement Value of Provider owned trailers, containers, chassis, special equipment and accessories, generator sets, and mechanical refrigeration units shall be the current market price (invoice value plus commercial freight charges) to replace the lost, stolen or Destroyed Equipment and shall be depreciated on a straight line basis, as follows:

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(Matson Navigation Company of Alaska LLC Continued)

- 1) In determining the depreciated replacement value of special equipment and accessories, other than mechanical refrigeration units or generator sets, the current market price shall be used. The current market price shall be the invoice price plus commercial freight charges plus fifteen (15%) percent of the invoice price.
- 2) Replacement Value (current market price) of special equipment and accessories other than mechanical refrigeration units shall be added to the replacement value (current market price) of the Equipment, and this sum shall be depreciated pursuant to Paragraph 3.6.b in order to determine the depreciated replacement value of the Equipment and special equipment and accessories other than mechanical refrigeration units at the time of notification to the Provider.
- 3) In determining the depreciated replacement value of a mechanical refrigeration unit, the manufacturer's current market price for a similar unit with all component parts, including the fuel tank or bottles, depreciated by the age of the damaged unit (using the rate shown in Paragraph 3.6.b shall be calculated and added to the depreciated replacement value of the Equipment, special equipment and accessories other than mechanical refrigeration units.
- 4) Age of chassis or container, or special equipment and accessories, other than mechanical refrigeration units and parts, shall be determined by subtracting year and month in which originally built from year and month in which notification to Provider is made with no fractional part of a month being considered.
- 5) Age of mechanical refrigeration units with all component parts, including fuel tanks, shall be determined in the same manner as outlined in Paragraph 3.6.b., using date of original installation and date originally built.
- 6) Chassis, trailers, or Containers, new or rebuilt, or special equipment and accessories, other than mechanical refrigeration units, at one-third of one percent (1/3% or 0.0033%) per month – four percent (4%) per annum – applied to age of Equipment, with maximum depreciation limited to forty-five (45%) percent of the current market value.
- 7) Mechanical refrigeration units and generator sets with all component parts, including fuel tanks or bottles, at ten percent (10%) per annum applied to age of units with maximum depreciation limited to forty (40%) percent of the current market value.

b) EXAMPLE:

Provider owned Container at 5 Years Age

Unit was manufactured in January, 2005 and declared as Destroyed January, 2010. Therefore, the age is sixty (60) months. To determine the depreciation amount, multiply 4% by replacement value of Equipment then divide by 12 months to get the monthly depreciation amount. Then multiply monthly depreciation amount by the # of months in service to get your total depreciation amount. Then take that depreciation amount and subtract it from the replacement value. This is the depreciated replacement value.

As shown in the below example, $0.04 \times \$10,172 = \406.88 divided by 12 years = \$33.91 monthly depreciation

$\$33.91 \times 60$ months = \$2,034.60 total depreciation

$\$10,172 - \$2,036.40 = \$8,135.60$ depreciated replacement value

Table 3.6.(b)

1.	Replacement value of Equipment	\$10,000
2.	Replacement value of special equipment and accessories other than mechanical refrigeration units (Sum of 2.c. plus 2.d.)	\$ 172
a.	Invoice price	\$ 100
b.	Commercial freight charges	\$ 50
c.	Subtotal of 2.a. and 2.b.	\$ 150
d.	15% of Subtotal of 2.a. and 2.b.	\$ 22
3.	Total replacement value of equipment and special equipment and accessories other than mechanical refrigeration units (Sum of 1. and 2.)	\$10,172
a.	Depreciation for equipment and special Equipment and accessories other than mechanical refrigeration Units - 5 years. (Total replacement value of Equipment and special Equipment multiplied by depreciation rate	(\$2,036.40)
b.	Depreciated replacement value of Equipment and special Equipment and accessories other than mechanical refrigeration units	\$ 8,135.60
4.	Replacement value of mechanical refrigeration unit	\$ 2,000
a.	Depreciation for mechanical refrigeration unit – 5 years	(\$ 1,000)
b.	Depreciated replacement value of mechanical refrigeration unit	\$ 1,000
5.	Total depreciated replacement value of Equipment, special equipment, accessories, and mechanical refrigeration ("total depreciated replacement value") (Sum of 3.b. and 4.b)	\$ 9,135.60
6.	Non-refundable Administrative fee	\$ 150
7.	Total amount billed	\$9,285.60

(Matson Navigation Company of Alaska LLC Continued)

- 3.7 Motor Carrier has thirty (30) days after Motor Carrier has been furnished a written statement of the depreciated replacement value of the lost, stolen, or Destroyed Equipment to dispute the amount of the Statement or manner of calculation.
- 3.8 Settlement shall be made within sixty (60) days after Motor Carrier has been furnished the written statement of the depreciated replacement value of the lost, stolen or Destroyed Equipment. If payment in full is not made within sixty (60) days after receipt of billing, Motor Carrier will be liable for additional late fees, which are set forth as 1.5% per month of the invoice amount but not to exceed the maximum amount allowed by law.
- 3.9 Once settlement has been made with respect to Equipment owned by Provider, Provider will transfer ownership of the Equipment to Motor Carrier, and Provider shall have no further liability for such Equipment. Once settlement has been made with respect to Equipment not owned by the Provider, Provider will not transfer ownership of the Equipment, unless the arrangement between Provider and Equipment owner expressly allows such a transfer of ownership. Motor Carrier will have ten (10) days from settlement date to remove the Equipment from its current location. If Equipment is not removed within such time period, Motor Carrier shall be liable for the applicable storage fees (or a charge of \$25.00 per day if the Equipment is located at Provider's facility).
- 3.10 Provider will release ownership of the Equipment to the Motor Carrier, upon receipt of depreciated replacement value, as provided in Section 3.9, above. If Motor Carrier, in its sole discretion, declines ownership, then Provider shall not transfer ownership to Motor Carrier. In such case, Provider will retain ownership and will charge Motor Carrier a disposal fee in the amount of the stipulated salvage value set forth below in Section 3.10(a), such that no salvage shall be due Motor Carrier.

If Motor Carrier has not paid the depreciated replacement value within sixty (60) days of the invoice date therefore, Provider may dispose of the Equipment. Additionally, Motor Carrier shall be liable to Provider for daily storage charges, commencing on the 30th day after the date of Provider's invoice for the depreciated replacement value. Motor Carrier shall be charged a disposal fee in the amount of the stipulated salvage value set forth below in Section 3.10(a), such that no salvage shall be due Motor Carrier.

- a) Salvage value for each chassis or Container regardless of type of construction is Five Hundred Dollars (\$500.00). Salvage value for mechanical refrigeration units, generator sets, and all component parts including fuel tanks is Six Hundred Twenty Five Dollars (\$625.00).

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.

(Matson Navigation Company of AK LLC Continued)

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.

5. INSURANCE

In addition to the insurance requirements contained in Section F.6 of the UIIA standard agreement, Motor Carrier shall also provide the following additional insurance coverages:

- 5.1 A Motor Carrier shall have in effect a Motor Truck Cargo Liability Policy with a minimum of One Hundred Thousand Dollars (\$100,000.00) of coverage per incident. In addition, Motor Carrier is required to maintain a Trailer Interchange policy covering physical damage to non-owned Equipment while in its care, custody and/or control with a limit of twenty-five thousand dollars (\$25,000.00) per each Equipment type. Motor Carrier shall also have an applicable Statutory Workers' Compensation Policy for those states in which it anticipates Operations (if such Policy is required by law). If Motor Carrier is not required by law to provide workers' compensation, Motor Carrier must send a letter to UIIA on its company letterhead stating the reason for the exemption for the records. Motor Carrier shall ensure that certificates of insurance indicating the required policies and endorsements be provided by its insurance company and/or agents to the Intermodal Association of North America ("IANA") at: 11785 Beltsville Drive, Suite 1100, Calverton, Maryland 20705. Motor Carrier shall maintain insurance coverage as described above for the entire term of this Agreement. Motor Carrier's insurance carrier shall give at least thirty (30) days advance written notice of cancellation or major changes of such coverage to UIIA. However, if cancellation of insurance results from non-payment of a premium, then the advance notice of cancellation shall be at least ten (10) days.

Motor Carrier's liability shall not be limited to the amount of insurance required herein, nor shall policy exclusions or exemptions in Motor Carrier's policies affect Motor Carrier's liability to Provider. Motor Carrier's that are self-insured and so recognized by the Department of Transportation, the Federal Motor Carrier Safety Administration or other appropriate regulatory agencies, must provide proof of such self-insurance in the form of an appropriate authorizing order issued by the governing regulatory agency, and such self-insurance will be approved by Provider on an individual basis.

Provider cannot accept insurance coverages that are underwritten by a risk retention group.

- 5.2 Motor Carrier shall name Provider as additional insured on Motor Carrier's automobile and commercial general liability insurance policies.
- 5.3 In addition to complying with all insurance requirements set forth in the UIIA and this Addendum, Motor Carrier shall have and maintain all insurance coverage(s) required by applicable laws and regulations, including without limitation the regulations of the Federal Motor Carrier Safety Administration.

6. LANDING GEARS

- 6.1 At time of interchange, landing gear must be complete as to component parts, properly secured to Equipment and in suitable condition to properly support load.
- 6.2 Motor Carrier in possession of Equipment shall provide required maintenance service to landing gear, including minor repairs and lubrication.

7. REFRIGERATION AND HEATING

- 7.1 At time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity of fuel tank.
- 7.2 At time of Interchange of a loaded vehicle under heat or refrigeration, interior air of vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, or mechanical generator set to make the trip, as measured by the Equipment
- 7.3 Provider shall protect the liquid cooling system of mechanical unit and generator set against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus 20 degrees F. The type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
- 7.4 Motor Carrier shall be responsible for further protecting the mechanical unit and generator set if a temperature below than the above minimum temperature may occur while in its possession. In furnishing this protection the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
- 7.5 Motor Carrier shall provide proper maintenance to the heating, refrigeration unit, and generator set when vehicle contains commodities requiring temperature control.

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(Matson Navigation Company of AK LLC Continued)

- 7.6 Fuel used to operate mechanical refrigeration units and generator sets in either heat or refrigeration service shall comply with all requirements of the Provider and any governing regulatory agencies.
- 7.7 Prior to empty refrigerated Equipment being redelivered to the Provider, the Motor Carrier shall properly clean the Equipment at its expense. This includes, but is not limited to, steam cleaning. In the event that refrigerated Equipment is not properly cleaned prior to return, Provider may refuse to accept its return until properly cleaned or invoice Motor Carrier for all cleaning charges.

8. TANKS

- 8.1 The Motor Carrier agrees to return Equipment to Provider in a like condition of that which received. Provider reserves the right to require Motor Carrier to clean interior, dome and discharge area of Equipment, at Motor Carrier's cost, in the event tank Equipment is not clean when returned, and may refuse to accept return until properly cleaned.
- 8.2 Tanks shall be returned with all gauges, valves, hatch covers, etc., in good operating condition and working order with no evidence of leakage.

9. GENERAL PROVISIONS

- 9.1 Motor Carrier represents and warrants that it has a "satisfactory" safety rating issued by the U.S. Department of Transportation and that Motor Carrier shall maintain such rating during the term of this Agreement. Motor Carrier shall notify Provider in writing immediately upon issuance of a safety rating of less than "satisfactory."
- 9.2 Provider may terminate this Agreement if Motor Carrier fails to maintain any licenses, certificates, permits and authorizations required by any local, state or federal agency for the performance of the services hereunder or if Motor Carrier fails to comply with any laws and regulations applicable to or governing the services provided hereunder or if Motor Carrier fails to maintain the insurance or safety rating required by this Addendum. Provider shall give five (5) business days advance written notice of termination to Motor Carrier, and termination shall be effective on midnight of the 5th business day, unless Motor Carrier has within such time substantially cured the circumstances giving rise to the notice of termination.
- 9.3 Except as otherwise provided elsewhere in the Agreement, Provider may suspend Motor Carrier's privilege of use of Provider's Equipment for any breach of any provision of this Agreement, including this Addendum, that is not cured within five (5) business days after Provider provides notice to Motor Carrier of such breach. After providing notice of breach, no further notice of suspension or "shut-out" is required to be given to Motor Carrier prior to such suspension or "shut-out" and such suspension or "shut-out" will remain in effect, at Provider's sole discretion, until such time as any breach is cured and/or any such outstanding invoice is paid.
- 9.4 With the exception of Section G.4. of the UIIA, Provider or Motor Carrier have the right to terminate the Agreement if the other party has breached this Agreement without curing such breach within five (5) business days after receiving notice of such breach. Termination by Provider or Motor Carrier by written or facsimile notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination of this Addendum shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
- 9.5 In the absence of instructions from Provider or its agents, the Motor Carrier shall be responsible for promptly and expeditiously returning of all equipment to Provider immediately following the unloading of cargo from the interchanged Equipment. Motor Carrier shall inspect the Equipment at the time of interchange with Provider so as to confirm the apparent cleanliness and dryness of the unit.
- 9.6 Before any litigation is initiated against Provider with regard to charges or cost items, Motor Carrier shall advise Provider in writing of such disputed charges or items on Provider's invoices within thirty (30) days of Motor Carrier's 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 amount as invoiced or will issue a credit to the Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for Motor Carrier's withholding or delaying payments of undisputed charges. In the event that charges have been verified by Provider and are again rejected and disputed by Motor Carrier for whatever reasons, Provider and Motor Carrier reserve their rights and remedies under the law regarding payment of such charges.
- 9.7 All dollar amounts in this Addendum are stated in U.S. currency (USD) and all payments must be made in U.S. currency (USD).

EFFECTIVE: MAY 15, 2002
REVISED TO REFLECT NAME CHANGE: JANUARY 11, 2016
REVISED: JANUARY 7, 2013
IIEC REVISION: FEBRUARY 20, 2015
IIEC REVISION: JUNE 5, 2015

MEDITERRANEAN SHIPPING COMPANY S.A.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchange to motor carriers or equipment users in accordance with Section E.6. of the UIIA, the following free time shall be allowed and following use charges assessed to motor carrier or equipment user.

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, unless employed with another Container of MSC, will be invoiced as per below:

- 20' and 40' chassis (any type): will be invoiced at one half dry Container Extended Rates
- Tri axle: will be invoiced at \$300 per day
- Chassis with mounted underslung gen set: will be invoiced at \$200 per day

ALL EXPORT AND EMPTY TO EMPTY RATES (ALL TRADE LANES)

Equipment	Charges		
All Dry Containers	Days 1 thru 4	\$105.00	(Extended Use Charges)
All Dry Containers	Days 5 thru 8	\$155.00	(Excess Use Charges)
All Dry Containers	Days 9 and Thereafter	\$185.00	(Third Tier)
All Reefer and Special Equipment	Days 1 thru 3	\$310.00	(Extended Use Charges)
All Reefer and Special Equipment	Days 4 and Thereafter	\$410.00	(Excess Use Charges)

IMPORT ONLY (EXCLUDING FAR EAST)

Equipment	Charges		
All Dry Containers	Days 1 thru 4	\$115.00	(Extended Use Charges)
All Dry Containers	Days 5 thru 8	\$160.00	(Excess Use Charges)
All Dry Containers	Days 9 and Thereafter	\$195.00	(Third Tier)
All Reefer and Special Equipment	Days 1 thru 3	\$320.00	(Extended Use Charges)
All Reefer and Special Equipment	Days 4 and Thereafter	\$420.00	(Excess Use Charges)

IMPORTS ORGINATING FAR EAST

Equipment	Charges		
All Dry Containers (without chassis)	Days 1 thru 4	\$90.00	(Extended Use Charges)
All Dry Containers (without chassis)	Days 5 thru 8	\$140.00	(Excess Use Charges)
All Dry Containers (without chassis)	Days 9 and Thereafter	\$170.00	(Third Tier)
All Dry Containers (with MSC Provided Chassis)	Days 1 thru 4	\$115.00	(Extended Use Charges)
All Dry Containers (with MSC Provided chassis)	Days 5 thru 8	\$160.00	(Excess Use Charges)
All Dry Containers (with MSC Provided chassis)	Days 9 and Thereafter	\$195.00	(Third Tier)
All Reefer and Special Equipment (without chassis)	Days 1 thru 3	\$300.00	(Extended Use Charges)
All Reefer and Special Equipment (without chassis)	Days 4 and Thereafter	\$400.00	(Excess Use Charges)
All Reefer and Special Equipment (with MSC Provided Chassis)	Days 1 thru 3	\$320.00	(Extended Use Charges)
All Reefer and Special Equipment (with MSC Provided Chassis)	Days 4 and Thereafter	\$420.00	(Excess Use Charges)

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 four consecutive days. After expiration of the Extended Use days, Excess Use Charges shall accrue for each of the next four days. After that the charges will increase to the third tier every day thereafter.

Refrigerated containers and Special Equipment will have 3 work days free, including day of pick-up, 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.

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(Mediterranean Shipping Continued)

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.

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.

(A) 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.

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

(1) If CFT ends at the point that would have been billed at the 2nd Tier Period if SFT had been applied then it will commence at the 2nd Tier Period.

(2) If CFT ends at the point that would have been billed at the 3rd Tier Period if SFT had been applied then it will commence at the 3rd Tier Period.

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 free time will apply in these cases.

B. Daily Equipment Usage Charges at Rail Ramp

Charges assessed by Mediterranean 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'/40' Dry Containers Days 1 Thru 5	\$150.00 Per Day
20'/40' Dry Containers Days 6 and Thereafter	\$180.00 Per Day
20'/40' Open Top/Flat Rack/Platform Days 1 Thru 5	\$200.00 Per Day
20'/40' Open Top/Flat Rack/Platform Days 6 and Thereafter	\$250.00 Per Day
20'/40' Reefer Container Days 1 Thru 3	\$200.00 Per Day
20'/40' Reefer Container Days 4 and Thereafter	\$270.00 Per Day

2. LOST, STOLEN OR DESTROYED EQUIPMENT

Settlement for lost or stolen or destroyed equipment shall be depreciated replacement value as stated in settlement for lost, Section E.2.a. and E.2.b. of the UIIA Uniform Intermodal Interchange and Facilities Access Agreement.

Motor Carrier will immediately notify Provider of any Loss, Stolen or Destroyed Equipment. Until such notice is received in writing, along with the appropriate documents (i.e. police reports), use charges shall continue to accrue. Once Equipment Provider invoices Motor Carrier for such equipment, settlement will be made within thirty days. After thirty days, if settlement has not been accomplished, use charges will resume retroactive to date of notification by the Motor Carrier of the loss.

3. ADDITIONAL INSURANCE REQUIREMENTS:

In addition to general liability and automobile liability coverage, the Motor Carrier must maintain equipment interchange comprehensive all risks, including collision and physical loss not less than \$20,000.00 dollars.

Motor Carrier agrees to add Mediterranean Shipping Company S.A. as additional insured to all of its insurance coverages, including General Liability, Auto Liability and Trailer interchange equipment coverages.

Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

4. INVOICES:

Provider will commence billing Motor Carrier on a monthly basis, commencing with date of interchange and continuing until equipment is returned to Provider. Monthly invoicing will cover both equipment returned and that which remains in the custody of the Motor Carrier at the end of the billing period.

INVOICES – DISPUTE RESOLUTION:

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 30 days of receipt of Motor Carrier's notice and will either

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(Mediterranean Shipping Continued)

provide verification for the charges as invoiced 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 of undisputed charges as required by the Terms of this Agreement. In the event that charges have been verified by Provider are again rejected and disputed by Motor Carrier for whatever reasons, Provider reserves it rights and remedies under the law to compel payment of such charges.

5. OTHER CHARGES:

a. In the event Motor Carrier redelivers equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said equipment to its point of origin, or other location that is no further away than the original delivery location.

b. Misuse Charges

Motor Carrier may be assessed a surcharge **at rates noted below** for unauthorized usage of Mediterranean Shipping containers and chassis that is unrelated to a Mediterranean Shipping container movement or has not been authorized by Mediterranean Shipping in writing.

Usd \$500 - per 20' dry van

Usd \$800 - per 40' dry van or 40' high cube

Usd \$2000 - per 20' or 40' reefer

Usd \$2000 - per 20' or 40' special equipment

Usd \$200 per day – per chassis equipped with underslung genset and not used for MSC reefer booking or Bill of Lading

c. Provider reserves the right to assess an administrative charge of \$50.00 to Motor Carrier per traffic citation/fines on bill back invoices generated.

6. Damage to Equipment

a. Maintenance and Repair Invoices

In order to be processed, an invoice for reimbursement must be accompanied by all supporting information/documentation:

1. Chassis and Container #
2. Location of incident
3. Wheel position (tires)
4. Damage description
5. TIR's
6. DOT numbers for both damaged and replacement tires
7. Copy of itemized road service invoice to Motor Carrier to
Include breakdown of all labor and materials with tax if any.
8. Tire receipt (tires)

b. Damaged Components

All defective components which are deemed "owners responsibility" and for which Motor Carrier would seek reimbursement, have to be returned to a MSC designated vendor for inspection by a qualified inspector who will determine the cause of the failure.

7. Repairs to Equipment

A. Tires

Over the road Tire invoices may not exceed \$250 for a new recap and \$300 for a new OEM Inclusive of labor, material, taxes, svc. call.

MSC will not reimburse any invoices for tires failure due to road hazard or driver negligence.

B. Disposal of Dunnage

In accordance with Section E.5. of the UIIA, Motor Carrier shall return equipment in a clean condition or Provider reserves the right to designate a third party billing vendor to invoice the Motor Carrier for the cleaning costs.

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EFFECTIVE: OCTOBER 1, 1999
REVISED: April 4, 2016

MOL (AMERICA), INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

MOL (America), Inc. in accordance with the provisions of the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), set forth the following Addendum.

I. GENERAL

- A. Whenever Interchanging Equipment between themselves, Provider and Motor Carrier agree to comply with all the provisions of the Agreement and this Addendum, whether or not Facility Operator is a signatory to the Uniform Intermodal Interchange and Facilities Access Agreement.
- B. Motor Carrier shall remain responsible to Provider for all charges, detention, duties, levies and/or assessments arising out of the use or operation of Interchanged Equipment, and for the safe and timely return of such Equipment, whether such Equipment is in the possession of Motor Carrier or others. If a Motor Carrier, without the express written authorization of the Provider, Interchanges Equipment with a third party, such Motor Carrier shall remain responsible for the performance of all of the provisions of this Agreement, in the same manner as if the Equipment had remained in the possession of such Motor Carrier.
- C. Motor Carrier shall treat all containers as "Instruments of International Traffic," whether or not they are noted as such on the Equipment Interchange Receipt. Provider agrees to hold harmless Motor Carrier from any violations of the United States Customs Regulations concerning Interchanged Instruments of International Traffic, unless such violations result from the diversion of Interchanged Equipment from its authorized use.

II. TERM

Provider or Motor Carrier may terminate this Addendum at any time, for any reason. Termination by Provider or Motor Carrier by written or facsimile notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination of this Addendum shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination. Notice of termination under this provision shall terminate the entire Agreement between Provider (MOL (America), Inc.) and Motor Carrier.

III. LOST, STOLEN OR DESTROYED EQUIPMENT; EQUIPMENT NOT RETURNED

- A. Following the expiration of free time, detention shall accrue until Equipment is returned. If Equipment is lost, stolen, destroyed or not returned, detention shall continue to accrue until Motor Carrier pays Provider for the Equipment in accordance with the provisions of the Agreement.
- B. Motor Carrier shall notify Provider in writing without delay if Interchanged Equipment is lost, stolen, destroyed and/or involved in any accident.
- C. Motor Carrier agrees to return equipment to Provider upon demand of Provider. Provider, in its sole discretion, may declare as lost, stolen, destroyed or not returned any equipment not returned within seven calendar days of demand therefor.

IV. 3rd PARTY BILLING

MOL reserves the right to add an administration fee of \$25.00 for all 3rd Party Billing.

V. MOL ROAD REPAIR POLICY

- A. MOL will be notified of all repairs made to their equipment at time of incidence if within working hour or on the next business day if incident occurred after working hours.
- B. Repairs to equipment in order to preserve or protect the integrity of a load may be performed without prior authorization but must be called in as soon as possible.
- C. All tire replacements will be like for like in both size and type. If an OEM tire is on the unit it will be required to be replaced by an OEM tire. Likewise if the failed tire was a recap than the replacement should also be a recap.
- D. MOL will only be responsible for repairs caused by **normal wear and tear**.
- E. Regarding Dual Axle tire failures. When a driver continues to ride after a tire has lost air and gone flat, the adjacent tire, due to overload will fail. In these cases MOL will decline payment on the cost of the second tire failure. Additionally if both tires are determined to have been destroyed due to driver neglect, MOL will decline to pay entire invoice.
- F. During the Interchange Period, Motor Carriers will be responsible for damages caused by but not limited to;
Blowouts, Run Flats, Road Hazards, Cuts, Skid Flats, Driver neglect or abuse, flat tires, Slid Flats.
- G. When repairs are required don MOL equipment within business hours the following procedures will apply.

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(MOL (AMERICA), INC. CONTINUED)

- (1) Phone call to one of the Maintenance and Repair Department must be made prior to repair.
- (2) The following information will be required.
 - a. Chassis and Container number
 - b. Driver location (where unit is located)
 - c. Description of component in need of repair.
 - d. Tire Repairs will require wheel position and size.

- (3) MOL will dispatch repair vendor at this time.

H. When repairs are required on MOL equipment after hours the following procedures will apply.

- (1) Call the vendor of your choice.
- (2) Include the following information on your invoice as well as on the repair work order.
 - a. Chassis and Container number.
 - b. Driver location (where unit is located).
 - c. Description of component in need of repair.
 - d. Tire repairs will require cause of failure to be listed.
 - e. DOT number of failed tire and replacement tire.
 - f. Breakdown of all labor and material charges.
- (3) Failed tires must be returned to the nearest MOL facility in exchange for a tire carcass receipt. Our representative will inspect the casing to determine cause of failure.
- (4) Once repair has been completed and the Motor Carrier has the repair invoice, Motor Carrier must send invoice via email to the Chicago office attention, Mark.Edenfield@MOL-liner.com.

VI. INTERCHANGE RECEIPTS

All Parties agree to be bound by the terms and conditions of this Agreement in any and all cases in which Equipment is Interchanged, whether or not one or more of the Parties to this Agreement, for any reason, has failed to execute an Equipment Interchange Receipt.

VII. REFRIGERATED EQUIPMENT

Motor Carrier shall monitor the temperature of refrigerated Equipment. If for any reason refrigerated Equipment is not at the required temperature, Motor Carrier shall immediately advise Provider.

VIII. INSURANCE

- A. In addition to any other requirements under this Agreement, Motor Carrier shall have in effect at the time this agreement is signed and shall maintain for the full term of this agreement at its own expense:
 - (1) Liability insurance in an amount not less than \$5,000,000 for the carriage of hazardous substances as defined in 49 CFR 171.8, as amended, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455, as amended. Proof of such coverage is only required where and when Motor Carrier has been engaged to carry the cargoes described in this paragraph. Motor Carriers not carrying such cargoes need not provide proof of such coverage.
 - (2) Liability insurance in an amount not less than \$1,000,000.00 for the carriage of oil listed in 49 CFR 171.101, as amended, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, as amended, unless also mentioned in sub- paragraph (1) above.
 - (3) Cargo insurance, covering all risks of loss or damage to cargo, in an amount not less than \$100,000.00 per occurrence.
 - (4) Insurance covering loss of or damage to Equipment after Interchange to Motor Carrier, in the minimum of \$15,000.00 per occurrence, unless additional insurance is required by Provider, in which case such additional insurance will be obtained by Motor Carrier prior to Interchange.
- B. The insurance obtained in accordance with this agreement shall contain a clause requiring Motor Carrier to give Provider at least thirty days prior written notice of any alteration in the terms of such policy, or of any cancellation thereof, unless cancellation is a result of non-payment or premium in which ten days notice of cancellation is required. Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission (or its successor or transferee agency), or any other Federal, State or Local governmental agency or authority.

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(MOL (AMERICA), INC. CONTINUED)

- C. Upon demand, Motor Carrier shall furnish to Provider the insurance policies required by this Agreement. However, Provider shall be under no duty to either ascertain the existence of or to examine any such insurance policy or certificate or to advise Motor Carrier in the event such insurance coverage does not comply with the requirements of this Agreement.
- D. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of Provider. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.
- E. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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:

- (1) Detention charges shall be charged as follows:

	<u>Per Day</u>
Regular Equipment w/chassis	\$ 85.00
Regular Equipment w/o chassis	\$ 50.00
Refrigerated/Tank Equipment	\$125.00
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 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.

(MOL (AMERICA), INC. CONTINUED)

X. ADDITIONAL TERMS AND CONDITIONS

- A. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally accepted (point of origin), without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin, or other location that is no farther away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Fee of \$500.00, in addition to the above noted costs.
- B. Motor Carrier shall be assessed a misuse charge of \$500.00 for unauthorized usage of MOL Equipment that is unrelated to a MOL container movement or has not been authorized by MOL in writing.

XI. DISPUTE RESOLUTION

Motor Carriers should direct all inquiries regarding disputes on invoices received from Provider to the following:

Per Diem Department
MOL (America), Inc.
700 E. Butterfield Road, Suite 250
Lombard, IL 60148
Email: us.perdiem@mol-ips.com

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NATIONAL SHIPPING AGENCIES, INC as agents for NATIONAL SHIPPING OF AMERICA, LLC

Addenda to the Uniform Intermodal Interchange and Facilities Access Agreement

I. FINES, TRAFFIC VIOLATIONS AND CONTAINER CLEANING

- A. In accordance with Section E.5. of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$250.00 charge per unit to the Motor Carrier.

II. DAMAGE AND REPAIRS

- A. In the event equipment is damaged after being received in interchange service by Motor Carrier, the Motor Carrier shall promptly repair the chassis equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds US\$50 the consent of the Provider must be obtained before the repairs are made. Where Provider ascertains that wrong repairs have been made by Motor Carrier, the Motor Carrier agrees to be responsible to Provider for the full cost of correcting such wrong repairs. In the event Motor Carrier fails to repair the damage, the Provider will invoice the Motor Carrier the cost of the repairs it caused to be corrected.
- B. In the event of repairs necessitated by defective chassis equipment Motor Carrier shall make such repairs as may be necessary for the Provider's account; however, the Motor Carrier shall secure written facsimile or e-mail approval from the Provider before making any repairs where the estimated costs of the repairs will exceed US\$50. Approval can be obtained by contacting NSA via fax at 415-397-1545 or via e-mail at ahenenman@natship.us within normal working hours or on the next business day if incident occurred after working hours. When the cost of repairs necessitated by defective chassis equipment is less than US\$50 Motor Carrier shall make the repairs at its own expense.
- C. Invoices submitted by Provider, or their Agents for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Providers reserve the right to assess an administrative fee of \$25USD, on any invoice, irrespective of the invoice amount.

III. LOST/STOLEN/DESTROYED EQUIPMENT

- A. In the event equipment is lost, stolen or destroyed while in possession or control of Motor Carrier, Motor Carrier will as soon as practicable notify Provider of the incident in writing. In any event Provider should have the right to request that Motor Carrier redeliver to it equipment which the Provider has reasons to believe has been lost, stolen or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier within ten (10) days of the request Provider shall treat the equipment as lost.
- B. Settlement for lost, stolen or destroyed equipment shall be made within sixty (60) days after Motor Carrier has been furnished Provider's invoice.
- C. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen or destroyed equipment **UNLESS** the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.
- D. Motor Carrier agrees to be responsible for Provider's use charges up to the date the equipment is declared lost, stolen or destroyed. Provider will provide an invoice to the Motor Carrier which covers the equipment that has been lost, stolen or destroyed within 30 days once written notice has been received from the Motor Carrier indicating equipment is lost, stolen or destroyed.
- E. There will be a non-refundable administrative fee of One Hundred Fifty Dollar (\$150.00) added to each invoice processed for Equipment that has been lost, stolen or destroyed.

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.

(National Shipping of America Continued)

- 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.

V. INSURANCE

In addition to the insurance requirements contained in Section F.6 of the UIIA standard agreement, Motor Carrier shall also provide the following additional insurance coverages:

- A.** A Motor Carrier shall have in effect a Motor Truck Cargo Liability Policy with a minimum of One Hundred Thousand Dollars (\$100,000.00) of coverage per incident. In addition, Motor Carrier is required to maintain a Trailer Interchange policy covering physical damage to non-owned Equipment while in its care, custody and/or control with a limit of Twenty-five Thousand Dollars (\$25,000.00) per each Equipment type.
- B.** Motor Carrier shall name Provider as additional insured on Motor Carrier's automobile and commercial general liability insurance policies.
- C.** In addition to complying with all insurance requirements set forth in the UIIA and this Addendum, Motor Carrier shall have and maintain all insurance coverage(s) required by applicable laws and regulations, including without limitation the regulations of the Federal Motor Carrier Safety Administration.

Effective Date: MAY 5, 2013

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NILEDUTCH AMERICA B.V.

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

A. FREE TIME

Free Time period shall consist of the day the equipment is interchanged plus the next seven 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 the equipment is interchanged plus 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.

<u>EQUIPMENT</u>	<u>EACH CALENDAR DAY AFTER FREE TIME</u>	
20' Standard	\$175.00/Day	
20' Open Top	\$175.00/Day	
20' Flatrack	\$175.00/Day	
40' Standard	\$175.00/Day	
40' Open Top	\$175.00/Day	
40' Flatrack	\$175.00/Day	
40' High Container	\$175.00/Day	
	DAYS 4 – 7	DAYS 8+
40' Refrigerated	\$300.00/Day	\$400/Day
20' Refrigerated	\$300.00/Day	\$400/Day
Bare Chassis		
20' / 40' Chassis	\$36.00/Day	

C. INSURANCE

Motor Carrier Subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and the certificate of insurance shall specify the limits of the coverage. Such coverage may be written on an Actual Cash Value Basis, but in no event less than \$15,000.00, or an amount that may otherwise be required by the providing carrier. Notwithstanding the language of this subparagraph, the Motor Carrier of equipment shall nevertheless be responsible for damage to interchanged equipment while in their care, custody and control.

Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriated authorizing order issued by the regulatory jurisdiction permitting such self-insurance. And, shall where appropriate comply with respect to policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.

Motor Carrier will maintain cargo insurance for an amount not less than \$100,000.00 per unit throughout the period the equipment is in the possession of the Motor Carrier.

Insurance as may be required under this paragraph must be written by an insurance company licensed to write insurance under appropriate Federal or State regulation.

D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by either e-mail at niledutchar@nortonlilly.com, facsimile at 251-433-1461 or certified mail to NileDutch America B.V., One St. Louis Centre, Suite 5000, Mobile, AL 36602, Attn: Equipment Manager. Stolen reports must be accompanied by a police report as soon as the police report is made available to the Motor Carrier. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by NileDutch America B.V.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to NileDutch America B.V.
3. If any chassis is returned to other location other than the origin interchange point, the Motor Carrier will be held liable for all repercussion and costs incurred to the line in order to return the chassis to original location. NileDutch America B.V. also reserves the right to continue per diem charges to the Motor Carrier's account until the container or chassis is returned or restitution is made.

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(NilesDutch America B.V. continued)

4. All empty equipment returned to Provider will be free of HAZMAT Placards.

E. METHOD OF DISPUTE PROCESS

1. All disputes must be submitted in writing within 30 days of the Motor Carrier's receipt of the invoice date to our Misc. Collections department at One St. Louis Centre, Suite 5000, Mobile, AL 36602/fax number 251-433-1461.

2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.

F. MAINTENANCE AND REPAIR

1. In the event the Equipment, which is offered by the Provider for Interchange, shall require repairs before being interchanged, the Provider shall be responsible for the cost thereof. In circumstances, when the Motor Carrier is acting as repair agent for the Provider, once the Equipment is in the Motor Carrier's possession, the Motor Carrier, acting as repair agent for the Provider, may cause the repairs to be made. If the apparent cost for the foregoing repairs exceeds \$50.00 the Motor Carrier, acting as repair agent, shall obtain the consent of the Provider before it causes the repairs to be made.

2. While in Motor Carrier's possession, ordinary maintenance and other service adjustments, reasonable wear and tear expected, occasioned by ordinary use pursuant to this agreement will be:

1. Absorbed by the Motor Carrier, when repair items are equal to or less than \$50 per unit during the Interchange Period.

2. Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00

3. Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00.

4. Billed to Provider within ninety-(90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.

Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the Classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H. and Exhibit D of the Agreement.

3. When repairs are affected by the Motor Carrier, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.

4. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.

5. Improper repairs: Where repairs or replacements fail to meet the requirement of sub-paragraph (4) herein, the Provider shall forthwith correct the failure and the cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty-(30) days from the date of notice and said instructions must state Motor Carrier's agreement to accept collected freight charges, otherwise the material may be treated as scrap.

6. Invoices submitted by Provider for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee of \$25.00, on any invoice, irrespective of the invoice amount.

G. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five-(5) chronological days of the date of loss, theft or destruction of equipment. If Equipment is stolen, Motor Carrier will immediately report the theft to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider as soon as the police report becomes available to the Motor Carrier. Once written notification of the lost, theft or destruction of Equipment is received by Provider, the per diem charges will be stopped.

2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the cost thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.

3. Payment shall be made within thirty-(30) days after the Motor Carrier has been furnished with a statement of the depreciated replacement value for the lost, stolen or destroyed Equipment.

4. If Equipment is interchanged to Motor Carrier for more than ninety-(90) days and Motor Carrier is unable to account for the equipment's whereabouts, the Provider reserves the right to consider that the Equipment to be a Total Loss and to invoice the Motor Carrier accordingly.

H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges 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, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within-(90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

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(NileDutch America B.V. – continued)

I. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Refrigeration and Heating

1.1 At the time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity to fuel tank.

1.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.

1.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty-(20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.

1.4 Fuel used to operate unit in either heat or refrigeration service shall comply with all requirements of the Provider or regulatory agency involved in the movement. Type and location of portable units shall be designated by Provider.

1.5 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.

1.6 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.

Effective: February 26, 2016

NIPPON YUSEN KAISHA (NYK LINE)

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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 \$16.50 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. 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 Chicago Ohio Chassis Pool, the applicable Chassis Provision Charge for shipments arriving/departing on all services shall be \$16.50 per day in addition to the Container charges listed below. The Chicago Ohio Chassis Pool currently operates in the following major cities:

- Chicago, IL
- Cincinnati, OH
- Columbus, OH
- Cleveland, OH
- Marysville, OH
- Georgetown, KY
- Louisville, KY
- Detroit, MI
- Grand Rapids, MI
- Indianapolis, IN
- La Crosse, WI
- Milwaukee, WI

- C. 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 Gulf Consolidated Chassis Pool, the applicable Chassis Provision Charge for shipments arriving/departing on all services shall be \$16.50 per day in addition to the Container charges listed below. The Gulf Consolidated Chassis Pool currently operates in the following major cities:

- San Antonio, TX
- Dallas, TX
- El Paso, TX
- Houston, TX
- Laredo, TX
- New Orleans, LA

- D. 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 Mid-South Consolidated Chassis Pool, the applicable Chassis Provision Charge for shipments arriving/departing on all services shall be \$16.50 per day in addition to the Container charges listed below. The Mid-South Consolidated Chassis Pool currently operates in the following major cities:

- Nashville, TN
- Huntsville, AL
- Memphis, TN

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(NIPPON YUSEN KAISHA (NYK LINE) CONTINUED)

E. 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 Midwest Consolidated Chassis Pool, the applicable Chassis Provision Charge for shipments arriving/departing on all services shall be \$16.50 per day in addition to the Container charges listed below. The Midwest Consolidated Chassis Pool operates in the following major cities:

- Kansas City, KS
- Kansas City, MO
- Omaha, NE
- St. Louis, MO

F. 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

G. Reefer Container and Genset Failures

"If there should be any reefer container or genset failure while in the custody of the Motor Carrier, the only NYK approved vendor to contact is Mark-It Services. An e-mail should be sent directly to NYK Line local operations office and to Mark-It Services directly. NYK Line will not honor any repair charges from any other repair company, unless Motor Carrier contacts Provider to obtain prior authorization to seek repairs from someone other than the preferred vendor. Any and all costs that are result of below failures will be directed back to the Motor Carrier:"

- 1) Failure to check circuit breakers
- 2) Failure to properly monitor fuel level
- 3) Tampering of Equipment by unqualified personnel

Mark-It-Services should NOT be called for any OTR issues other than reefer or gensets. Please contact the pool manager for all chassis OTR repairs.

Mark-It-Services contact information is: (phone and e-mail address are available 24/7/365)

Mark-It-Services
668 Route 70 West
Lakehurst, NJ 08733

Email: everyone@mark-itservices.com

Phone: (732) 657-7200

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.
3. The terms and conditions as set forth herein shall apply regardless whether user is a signatory of UIIA or NYK Equipment Interchange Agreement.

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NYK Lines continued -

4. ADDITIONAL INSURANCE REQUIREMENTS

- a. Motor Carriers must maintain Trailer Interchange insurance in the amount of \$15,000 Dry Vans and \$25,000 Reefers.
- b. Motor Carriers must maintain Cargo Insurance in the amount of \$100,000
- c. Motor Carrier must name NYK Line additional insured on their auto liability, general liability and trailer interchange policies.
- d. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

5. METHOD OF DISPUTE RESOLUTION

For dispute resolution please contact na.liner.billing@sg.nykline.com.

6. ADMINISTRATIVE FEE

Invoices submitted by Provider for damages, repairs or correction to improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice.

Provider reserves the right to assess an administrative fee of \$75.00, on any invoice, irrespective of the invoice amount.

7. Police Reports and Payments

Mandatory Police Reports for Accidents and stolen Equipment: No chassis title will be released to any Motor Carrier without the police report for the stolen chassis. It is the Motor Carrier's responsibility to obtain the police report and once it is available to the Motor Carrier immediately forward a copy to NYK without delay. Providing a police report number to NYK without submitting the actual report is unacceptable, without exception.

A police report, once it is available to the Motor Carrier, is to be submitted for all accidents and stolen equipment. No exceptions. Failure to provide a police report to NYK within 10 days of the Motor Carrier receiving the police report, will result in the Motor Carrier having its interchange privileges revoked for and with NYK once proper notification of the suspension of interchange privileges is provided to the Motor Carrier in accordance with the Agreement. Interchange privileges may be reinstated upon receipt at the sole discretion of NYK. Payment to NYK must be made in full for any and all insurance claims related to accidents and stolen equipment, whether it pertains to settlement for depreciate replacement values or repair estimates. Amounts invoiced are final and not to be negotiated by the Motor Carrier or its Insurance Carrier. If the Motor Carrier's insurance does not cover the full invoiced amounts, the remainder of the monies are to be paid directly to NYK by the Motor Carrier.

Non-payment of fines and/or citations within the time frame presented on violation documentation and/or invoiced by NYK will result in suspension of the Motor Carrier's interchange privileges with NYK once the Motor Carrier is properly notified in accordance with the Agreement of the pending suspension.

8. Chassis Pool Procedures

In order to ensure safe operation of the chassis at all times, whenever a chassis is drawn from a chassis pool listed in Section III below (a "Pool") the following provisions shall apply:

I. Damage to Pool Chassis

In general, for purposes of carrying out the provisions of the UIIA and this addendum relating to damage to pool chassis, including resolving questions or disputes relating to billing, payment and responsibility for damage, the Provider hereby designates the Pool as its agent to act on its behalf.

II. Over-the-Road Repair Procedures

Whenever a chassis requires repair while in the Motor Carrier's possession on public roads outside of terminals and depots (over-the-road maintenance), the following procedures shall apply. Motor Carrier must notify the Pool anytime a pool chassis component, including tires, is repaired or replaced.

A. For repairs to chassis components, other than to tires, due to Wear and Tear:

- (1) Motor Carrier shall arrange for repair or replacement through the Pool's preferred vendor. Invoicing for such service will be made directly by the vendor to the Pool.

B. For repairs to chassis components, other than to tires, due to damage other than Wear and Tear:

- (1) Motor Carrier shall arrange for repair of chassis damaged while in the Motor Carrier's possession and shall be responsible for all costs related thereto. Such repair may be performed by the Pool's preferred vendor or such other vendor as the Motor Carrier deems appropriate.
- (2) Parts used in such repairs must be of a like for like nature, i.e. of equal or better quality in function or design.
- (3) If using a vendor other than the Pool's preferred vendor, Motor Carrier shall be responsible for the costs of correcting any deficient or otherwise improper repairs.

NYK Lines continued -

All expenses for the repairs provided for in section B are the responsibility of the Motor Carrier and shall be invoiced directly to the Motor Carrier.

C. For repairs to tires:

- (1) In the event of tire repair unrelated to damage during Motor Carrier's possession of the pool chassis, Motor Carrier shall arrange for repair or replacement through the Pool's preferred vendor. Invoicing for such service will be made directly by the vendor to the Pool.
- (2) Motor Carrier shall arrange for tire repair and or replacement of any tires damaged while in the Motor Carrier's possession and shall be responsible for all costs related thereto. Such repair may be performed by the Pool's preferred vendor or such other vendor as the Motor Carrier deems appropriate.
 - a. Tire replacements, if needed, must be like for like, but in no event shall used tires or radial tires be installed on pool chassis.
 - b. If using a vendor other than the Pool's preferred vendor, Motor Carrier shall be responsible for the costs of correcting any deficient or otherwise improper repairs.
 - c. Expenses for the repairs provided for in this section C. (2) shall be the responsibility of the Motor Carrier and invoiced directly to the Motor Carrier.

II. Applicable Chassis Pools

A. Chassis pools to which the foregoing Chassis Pool Procedures apply include the following:

HRCP – Hampton Roads Chassis Pool
COCP – Chicago Ohio Chassis Pool
DCCP – Denver Consolidated Chassis Pool
MWCP – Midwestern Chassis Pool
SACP – South Atlantic Chassis Pool
NERP – North East Region Chassis Pool
BACP – Bay Area Chassis Pool
GACP – Grand Alliance Chassis Pool
GCCP – Gulf Consolidated Chassis Pool

9. C-TPAT Requirements

Truckers must acknowledge that NYK is C-TPAT certified and expects all truckers to follow C-TPAT minimum security requirements.

10. Lost/Stolen Equipment

If Motor Carrier fails to satisfy invoice for lost/stolen equipment and equipment is subsequently found and recovered, Motor Carrier will be responsible to Provider for all charges, incurred during the recovery of said equipment including, but not limited to towing, storage, fines, damages and equipment use charges.

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NORDANA

Addendum to the Uniform Interchange and Facilities Access Agreement

The following terms apply to equipment interchange to Motor Carrier by Nordana (herein as "Provider") using the Uniform Intermodal Interchange and Facilities Access Agreement.

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):

For a period of 5 days (Normal Period)

20 foot / 40 foot Container:	\$ 30.00 per day
20 foot / 40 foot Chassis:	\$ 50.00 per day

For a period of 2 days (Normal Period)

20 foot tri-axle Chassis:	\$150.00 per day
For all other equipment:	\$150.00 per day

For the period after Normal Period until returned (Penalty Period):

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
For all other equipment:	\$200.00 per day

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.

J. 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

(NORDANA LINE CONTINUED)

- K. 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.
- L. 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.

NOTES:

(i) The term "day" means the calendar period commencing at 0001 hours and terminating at 2400 hours or any fraction thereof.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier has thirty days from date of Provider's invoice (usage charge, repair, etc) to file a dispute with the Provider. Only those specific charges being challenged will be considered as payment pending. Should any other charges remain that are not in dispute, those other charges would still be considered due and full payment required. After the thirty day period, no further disputes will be considered by the Provider and all charges will be deemed accurate and Motor Carrier agrees to promptly expedite payment in full.

Frivolous disputes, as a means to purposely delay or otherwise avoid due payment, will be automatically rejected and charges will remain due and payable in full.

All disputes are to be forwarded to:

Nordana
5200 Hollister Road, Suite 200
Houston, TX 77040
Attn: Chris Harman
Tel: 713-895-3247
Fax: 713-895-3271
Email: chh@nordanausa.com

Disputes must be in writing and include:

- f) a detailed explanation of the dispute
- g) Motor Carrier's name, address, telephone and facsimile numbers
- h) A copy of the Provider's invoice
- i) (optional) any other documents to support or assist the dispute
- j) A reasonable recommendation for a remedy

Upon receipt of the Motor Carrier's dispute notice, Provider will forward a Notice of Receipt to the Motor Carrier indicating that the dispute was received. Provider will contact the Motor Carrier and make a reasonable attempt to resolve the dispute within fifteen days of receipt of the Motor Carrier's dispute.

For disputes that are not amicably resolved between the Motor Carrier and Provider, both parties may agree to resolve the matter through mediation or arbitration. Provider may invoke their right to refer the matter to a collections service company or seek legal counsel.

III. DAMAGE AND REPAIR

- A. In the event that intermodal equipment is damaged after being received in interchange service by Motor Carrier, Motor Carrier shall promptly repair the equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds \$100.00, the consent of Provider must be obtained, in writing, before the repairs are to be made. Where Provider ascertains that wrong repairs had been made by Motor Carrier, Motor Carrier agrees to be responsible to Provider for reasonable and customary cost of the repair of such improper repairs. In the event that Motor Carrier fails to repair the damage, Provider will invoice Motor Carrier the cost of the repairs it had caused to be completed.
- B. In the event of repairs necessitated by defective equipment, Motor Carrier shall make such repairs as may be necessary for Provider's account, however, Motor Carrier shall secure written/facsimile approval from Provider before making repairs when the estimated cost of the repairs will exceed \$50.00. When the cost of repairs necessitated by defective equipment is \$50 or less, Motor Carrier shall make the repairs at their own expense. When the cost of repairs necessitated by defective equipment is greater than \$50.00 and damage affects the safety or cargo-carrying capability of the equipment or is associated with normal wear and tear, Provider will reimburse Motor Carrier upon receipt of proof of repair.

(NORDANA LINE CONTINUED)

- C. In the event of a blowout and/or failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment and such replacement reported to Provider showing size, ply, brand, and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (1) return the replacement tire and rim to Motor Carrier, or (2) reimburse Motor Carrier for the reasonable value of the tire, rim, and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time the equipment is redelivered to Provider. In the event Motor Carrier fails to return the blown-out or unserviceable tire(s) and rims(s) or there is evidence that the tire(s) weren't maintained or were run flat, the Provider will invoice Motor Carrier for the reasonable value of the tire(s) and rim(s).

IV. REFRIGERATED EQUIPMENT

- A. Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B. Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this agreement from Provider, contact Provider for repair approval when the estimated repair cost exceeds \$100.
- C. Empty refrigerated equipment must be redelivered in clean condition or Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning cost.

V. LOST, STOLEN, OR DESTROYED EQUIPMENT

- A. In the event equipment is lost, stolen, or destroyed after interchange to Motor Carrier, Motor Carrier will, without delay, notify Provider in writing of the incident. In any event, Provider shall have the right to request that Motor Carrier redelivery to it equipment which Provider has reasons to believe has been lost, stolen or destroyed. In the event Motor Carrier cannot redeliver the equipment, Provider shall treat the equipment as being lost.
- B. Settlement for the lost, stolen, or destroyed equipment shall be made within sixty (60) days after Motor Carrier has been furnished with Provider's invoice.
- C. Equipment shall at all times remain the property of Provider. Motor Carrier or Motor Carrier's insurance company shall acquire no providership or ownership rights or liens of any nature by virtue of having paid the Provider's invoice for lost, stolen or destroyed equipment, unless the Provider specifically, in writing, agrees to relinquish its property.
- D. The Motor Carrier shall be responsible for Usage Charges until such time that Motor Carrier notifies, in writing, the Provider that equipment has been lost, stolen, or destroyed and the Provider acknowledges such notice.

VI. INSURANCE

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least \$50,000 per occurrence.
- B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damage to interchanged equipment in an amount at least equal to the value, but not less than \$25,000, of all intermodal equipment at any time interchange to Motor Carrier.
- D. Motor Carrier shall name Provider ("Nordana Line") as additional insured and loss payee thereof on its general liability and trailer interchange insurance policies as Provider's interest may appear.
- E. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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EFFECTIVE: OCTOBER 1, 1999
REVISION EFFECTIVE: JUNE 1, 2011

North American Chassis Pool Cooperative, LLC

* * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum is between the UIIA Motor Carrier Signatory (hereafter referred to as "Motor Carrier") and North American Chassis Pool Cooperative, LLC. (hereafter referred to as "NACPC"). This is an addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (hereafter referred to as "UIIA") as allowed for under the terms of the UIIA whereas both Motor Carrier and NACPC are signatories to the UIIA.

Whereas, NACPC is a limited liability company furnishing intermodal chassis as a Provider under the terms of the UIIA and this Addendum to the UIIA.

Whereas, Motor Carrier desires to obtain chassis from NACPC to transport Containers as a Motor Carrier under the terms of the UIIA and this Addendum to the UIIA.

The Parties hereby recognize and agree each time the Motor Carrier Interchanges equipment from NACPC in accordance with the UIIA and this Addendum that the Motor Carrier shall remain responsible to NACPC for performance of all provisions of the UIIA and this Addendum including all charges, arising out of the use or operation of Interchanged chassis, regardless of whether Motor Carrier remains in physical possession of the chassis.

It is understood that this Addendum applies solely to the Interchange of chassis between Motor Carrier and NACPC; NACPC is not a Motor Carrier for hire regulated by federal or state highway motor carrier regulatory authorities. Motor Carrier's obligations under this Addendum run to NACPC's owners, principals, affiliates, including any entity having common ownership with NACPC, all of whom are deemed to be third party beneficiaries of the UIIA and this Addendum.

I. Chassis Availability

- A. Subject to availability and any quantity limitations imposed by NACPC on Motor Carrier, NACPC shall provide Motor Carrier with chassis at locations where NACPC Interchanges chassis. Availability of NACPC chassis is not guaranteed.

II. Chassis Return

- A. In the event NACPC requires chassis to be returned to a location other than where received by the Motor Carrier, in the absence of a separate bilateral agreement between the parties designating a chassis return location, NACPC or its agent shall post notice of the return location requirements on the internet at www.nacpc.org. Should the chassis return location change, NACPC will notify Motor Carrier of changes in accordance with Section E.1. of the UIIA.
- B. Separate bilateral agreements and emails from NACPC issued by 16:00 the day prior to return supersede conflicting internet postings.
- C. In order to furnish NACPC with email address(es) to be used for notification when return locations are changed, Motor Carrier shall sign up to the email distribution group for the region(s) in which Motor Carrier operates at www.nacpc.org.

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. 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.

(North American Chassis Pool Cooperative, LLC – continued)

- 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.
- H. Motor Carrier shall be responsible for any and all costs, including Provider's legal expenses and attorney fees, associated with collecting per diem charges.

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.
- 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.

VI. Other Charges

- A. In the event Motor Carrier redelivers chassis to NACPC at a geographical location different from where it was originally accepted, without prior written approval from NACPC, Motor Carrier agrees to pay NACPC all costs NACPC may incur to return said chassis to its point of origin, or other location that is no further away than the original delivery location.
- B. NACPC reserves the right to assess an administrative charge of \$35 to Motor Carrier for violation and citation invoices issued by NACPC to Motor Carrier allowable under the UIIA.
- C. Rates are inclusive except where states taxes are applicable.

VII. Damage, Repairs, and Billing

1. Repair Procedures – Follow repair procedures of NACPC's contracted pool manager identified at www.nacpc.org.

- A. With the exception of Major Road Service Repairs (as defined below) Motor Carriers using NACPC equipment in need of road service will make arrangements for repairs. Repairs made and parts used must be of equal quality to restore the equipment to original manufacturer's specifications. Replacement tires must match existing tires. Where new tires are on chassis, new tires must be used as replacement.

Used replacement tires or parts will not be accepted and costs associated with same will not be reimbursed. The costs for repairs are to be paid by the Motor Carrier at the time of service and will be reimbursed as described below. Incomplete repairs, or repairs of inferior quality that are not to the original equipment manufacturer specifications, will not be reimbursed to the Motor Carrier. Cost of repairs required by the NACPC to complete any improper repairs will be re-billed to the Motor Carrier.

- B. In the case of Major Road Service Repairs, which are defined as repairs to wheel ends, brake replacement, or corrosion, Motor Carrier shall not arrange for such repairs without prior authorization from NACPC designated pool manager. In instances where Major Road Service Repair is required after 18:00, Motor Carrier may arrange for such repair with a vendor on the list of approved OTR Vendors, available on NACPC's website (www.nacpc.org). Motor Carrier must notify NACPC pool manager as soon as possible at

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(North American Chassis Pool Cooperative, LLC – continued)

beginning of the next business day of any such repairs. The costs for after-hours repairs not performed by a vendor from NACPC's OTR Vendor list shall not be reimbursed to the Motor Carrier, except at the discretion of NACPC pool manager. NACPC will notify Motor Carrier by email should there be any changes to the list of approved NACPC OTR Vendors.

2. Reimbursement for Repair Costs

- A. Motor Carrier and NACPC will not invoice for repairs with a total cost of less than \$50. Except as otherwise provided elsewhere, repairs exceeding \$50 shall be eligible to be submitted for reimbursement by NACPC pool manager pursuant to the procedures set forth herein. The pool will assume responsibility for road service expenses incurred by the Motor Carrier resulting from equipment failure due to normal wear and tear.
- B. Motor Carrier shall seek reimbursement by submitting an invoice to NACPC pool manager pursuant to the procedures set forth and in accordance with sections 3 and 4 under VII., DAMAGE, REPAIRS, AND BILLING of this agreement.
- C. In addition to any items provided for elsewhere in the Agreement, expenses resulting from damage during operation of the Equipment and/or neglect shall be for the account of the Motor Carrier. In case of tire failure, this will include tires that have been run on to the point where the original cause of failure can no longer be determined. If the first tire is determined to be run flat, NACPC pool manager may decline payment of the second tire on the same side of the same axle regardless of the reason of the failure of the second tire.
- D. To be eligible for reimbursement of any costs, Motor Carrier shall return to NACPC pool manager all failed parts/tires after they have been repaired or replaced. Parts shall be returned to the location where the equipment is being returned, at which time the Motor Carrier will receive a receipt for the tires/parts, provided replacements or repairs satisfy the requirements of Section VII.1.A. In its discretion, NACPC pool manager may authorize Motor Carrier to utilize pictures of the damaged or repaired parts or tires. Parts or tires will be held by the NACPC pool manager for 7 days from the date of return.

3. All Motor Carrier invoices for reimbursement of repair costs must be received by the NACPC pool manager within 90 days of the repair service or, if using a vendor from the list of NACPC's approved vendors, within 90 days of the date of such vendor's invoice. Invoices shall be individually numbered and must contain the following:

- Chassis Number
- Invoice date
- Date of repair service
- Repair vendor name
- Location of breakdown (address or road location)
- Cost of services rendered

4. All Motor Carrier invoices for reimbursement of repair costs must also be accompanied by:

- A. Repair vendor's original work order & invoice showing:
 - Date and time of repair
 - Chassis number
 - Repair vendor's printed name (clearly legible), address, telephone number
 - Invoice must indicate that Motor Carrier or its employer requested the repair services
 - Driver's name and signature
- B. Original or fully executed receipt for parts must be returned to the NACPC pool manager. Or, if Motor Carrier is authorized to utilize pictures of the repaired or replaced parts, copies of same and a copy of Motor Carrier's written authorization to utilize pictures.
- C. Itemized list of all repair items addressed during the road service call and reasons for correction.
- D. If a tire is replaced:
 - Reason for tire replacement
 - Tire position(s) replaced
 - Replacement tire type – such as 1000 x 20 Bias OEM or recap
 - Brand, DOT number and recap code (if applicable) of tire being replaced and replacement tire

All information must be part of the original vendor receipt.
- E. Invoices and all supporting documents may be sent to NACPC pool manager as shown at www.nacpc.org

VIII. Lost, Stolen or Destroyed Equipment

- A. The Motor Carrier shall notify NACPC of the loss, theft or destruction of equipment by telephone within 24 hours of such damage or the discovery of loss or theft, and the Motor Carrier must provide NACPC with written notification within five (5) days thereafter. The written notice will specify the cause, nature and extent of damages or the circumstances of the disappearance of the equipment. Whenever possible, Motor Carrier shall provide NACPC with an opportunity to inspect the damaged or destroyed equipment. In addition Motor Carrier will provide NACPC with written police report of stolen equipment immediately upon receiving the report.

(North American Chassis Pool Cooperative, LLC – continued)

- B. NACPC shall have the right to demand that Motor Carrier return interchanged equipment to NACPC at any time NACPC has reason to believe the equipment has been lost, stolen, or destroyed. Failure to return said equipment within ten (10) days of NACPC's demand shall be considered to be Motor Carrier's notification that the equipment is lost, stolen, or destroyed.
- C. In the event equipment is lost or destroyed after interchange to Motor Carrier and before it is returned to NACPC, the Motor Carrier agrees to reimburse NACPC for the depreciated replacement value for said equipment as of the date it was lost, stolen or destroyed. If equipment is stolen, Motor Carrier shall immediately report the theft to the law enforcement authority jurisdiction and shall, if possible, obtain a copy of said agency's incident report. A copy of such report shall be furnished to NACPC at the time of written notification.
- D. NACPC shall, after receipt of written notification that equipment has been lost, stolen or destroyed, secure and furnish to Motor Carrier a written statement of the depreciated value of the equipment as follows:

Age of chassis in years	Replacement Cost	Tri-axles
<1	\$14,000	\$30,000
1	\$13,331	\$28,616
2	\$12,662	\$27,232
3	\$11,993	\$25,848
4	\$11,324	\$24,464
5	\$10,655	\$23,080
6	\$9,986	\$21,696
7	\$9,317	\$20,312
8	\$8,648	\$18,928
9	\$7,979	\$17,544
10	\$7,310	\$16,160
11	\$6,641	\$14,776
12	\$5,972	\$13,392
>12	\$5,300	\$12,000

- E. Motor Carrier shall pay to NACPC the stated depreciated value within thirty (30) days after Motor Carrier has been furnished with same.
- F. If Motor Carrier fails to satisfy invoice and Equipment is subsequently found and recovered, Motor Carrier will be responsible to NACPC for all charges incurred during the recovery of said Equipment including, but not limited to towing, storage, fines, damages and equipment use charges.
- G. NACPC shall not be responsible for obtaining or transferring title to Motor Carrier for lost, stolen, or destroyed equipment.

IX. Insurance

- A. In addition to the other insurance requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement at its own expense.

All insurance required in the UIIA Agreement of the addendum hereto shall be primary to any and all other applicable insurance.

1. Liability insurance in an amount not less than \$5,000,000 for the carriage of hazardous substances as defined in 49 CFR 171.8, as amended, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosive, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173 as amended. Proof of such coverage is only required where and when Motor Carrier has been engaged to carry the cargoes described in this paragraph. Motor Carriers not carrying such cargoes need not provide proof of such coverage.
 2. Liability insurance in an amount not less than \$1,000,000 for the carriage of oil listed in 49 CFR 172.101, as amended, hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, as amended, unless also mentioned in subparagraph (A), Note (1.) above.
 3. Cargo insurance, covering all risks of loss or damage to the commodities hauled, in an amount not less than \$100,000 per occurrence.
 4. Insurance covering loss of or damage to Chassis after Interchange to Motor Carrier, in the minimum amount of \$25,000 per occurrence, unless additional insurance is required by NACPC, in which case such additional insurance will be obtained by Motor Carrier prior to Interchange.
 5. In addition to the other insurance requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement at its own expense Workers' Compensation insurance in amount and form necessary to satisfy statutory requirements.
- B. Motor Carrier shall name North American Chassis Pool Cooperative, LLC as Additional Insureds and loss payees thereof on their General Liability, Auto Liability, and Trailer Interchange policies as interest may appear. Motor Carrier shall obtain such additional insurance as required by the federal, state or local governmental agency or authority which has jurisdiction over the Motor Carrier.

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(North American Chassis Pool Cooperative, LLC – continued)

- C. Upon request, Motor Carrier shall furnish to the IANA the insurance policies required by this Agreement. However, NACPC shall be under no duty to either ascertain the existence of or to examine any such insurance policy or to advise Motor Carrier in the event such insurance coverage does not comply with the requirements of this Agreement.
- D. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of NACPC. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.
- E. Motor Carrier, if self-insured and so recognized by the governing federal regulatory agency or agencies shall maintain policies of insurance to meet the insurance requirements of this Agreement in excess of the Motor Carrier's federal regulatory approved self-insured limits.
- F. NACPC cannot accept insurance coverages that are underwritten by a risk retention group.

X. Equipment Interchange Receipts

- A. Motor Carrier will endeavor to ensure the Chassis prefix and number and the Motor Carrier's SCAC as shown on the Equipment Interchange Receipt is accurate. Any inaccurate values not found and corrected at Interchange should be emailed to NACPC at www.nacpc.org. The email should include the following values:

1. Correct Prefix and Number
2. Incorrect Prefix and Number shown on EIR
3. Correct SCAC
4. Incorrect SCAC shown on EIR
5. Date and Time of Interchange

XI. Notice of Accident or Incident Procedures

- A. Accidents and related occurrences involving injury or Chassis damage must be notified to NACPC as soon as possible and no later than within 24 hours. Priority of contact is: Bob Ryals 615-780-3221, bryals@tcwonline.com.

XII. Agents, Vendors, and Affiliates – NACPC has various agents, vendors and affiliates (including but not limited to terminals, railroads, maintenance vendors, chassis pools, insurers, chassis owners, maintenance supervision, chassis management, and billing and collections) performing different responsibilities involved in the preparation of chassis for Interchange and the Interchange of chassis.

- A. Motor Carrier agrees that these agents, vendors, and affiliates of NACPC are authorized to perform functions related to the Interchange of chassis on NACPC's behalf.
- B. Motor Carrier agrees that these agents, vendors, and affiliates of NACPC are authorized to establish damage, repair and billing guidelines on NACPC's behalf.

XIII. Separability. Should any provision of this Addendum be held illegal or unenforceable, the enforceability of all other provisions hereof shall not be affected thereby.

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Effective Date: **APRIL 1, 2013**
Revised: **August 24, 2015**
IIEC REVISION: **JUNE 5, 2015**

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

OL&T FOODTRANS LLC

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), as may be amended from time to time, entered into by OL&T FoodTrans LLC (hereinafter "Provider") and the Agreement approved motor carrier (hereinafter "Motor Carrier"), establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by Provider.

A. General.

1. Motor Carrier is expressly prohibited from knowingly using any Provider Equipment in moving non-food grade products or materials, including chemicals, petroleum products, hazardous wastes or other materials deemed to be illegal or dangerous unless provided by exception under provisions of law by the Provider.
2. In the event Motor Carrier redelivers Equipment to Provider at a geographic location different from where it was originally interchanged to the Motor Carrier, without prior written approval from the Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin or other location acceptable to the Provider.

B. Definitions.

1. Capitalized terms that are used herein that are not defined shall have the meaning provided for in the Agreement.
2. The definition for Equipment Interchange Receipt (EIR) in the Agreement shall also apply to Equipment Interchange Report or Trailer Interchange Receipt (TIR) where used in receipts provided by the Provider.
3. Day: A period of time commencing with the interchange of Equipment and ending at 12:00 midnight, but in no event shall extend for more than 24 hours. Each day thereafter begins at 12:00 midnight and ends 24 hours later at 12 midnight.
4. Working Day: A calendar day excluding Saturdays, Sundays and Government designated public holidays.
5. Free Time: an agreed period of time a Motor Carrier has custody of Provider's Equipment beyond which a daily fee (Per Diem) is charged.

C. Suspension & Termination.

1. In addition to any suspension and termination provisions set forth in the Agreement, including but not limited to Section G.4., the parties may immediately terminate the Agreement at any time, as follows:
 - a. Either party may terminate the Agreement if any legislation, order or rule of any public authority should be enacted making the performance of this Agreement unlawful for either party.
 - b. The Provider may immediately terminate the Agreement if the Motor Carrier fails to maintain its operating authority issued by a Government Agency responsible for regulating such entities or such operating authority is revoked or suspended for any reason.
2. Termination by Provider or Motor Carrier by written or facsimile notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
3. Provider may also terminate this Agreement and/or suspend Motor Carrier's right to Interchange Provider Equipment upon not less than five (5) days prior notice if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
4. Motor Carrier must return any Equipment in its possession to Provider within seventy-two (72) hours following any suspension or termination of the Agreement.

D. Free Time.

Free Time shall commence on the day of Equipment departure in the custody of 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 that is reasonably acceptable to the Provider of such Interchange.

Provider will charge Per Diem for each Day or fraction thereof, including Saturday, Sunday and Government recognized legal holidays, if Equipment is not returned 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 Carrier, the following Free Time shall apply:

- i. For 20 ft. ISO tank container: Day of the initial Interchange plus one (1) Working Day.
- ii. For ISO tank drop frame chassis: Day of the initial Interchange plus one (1) Working Day.

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E. Per Diem, Container and Trailer Detention.

Equipment	Per Diem Charge
20 ft. ISO tank container	\$45.00 per Day, or fraction thereof, for seven Days and \$58.00 per Day thereafter.
ISO tank drop frame chassis	\$45.00 per Day, or fraction thereof, for seven Days and \$58.00 per Day thereafter.

For avoidance of doubt, 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 Provider's Equipment when it is used for activity unrelated to Provider's 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: OL&T FoodTrans LLC, 18662 MacArthur Blvd., Suite 340, Irvine, CA 92612, Attn: Raymond Kwok (Controller), 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 Provider's 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 Agreement, suspend or deny Motor Carrier's right to Interchange any Provider Equipment until payment of outstanding amounts are received.

G. Maintenance and Repair.

1. While Equipment is Interchanged to Motor Carrier, ordinary maintenance and other service or repairs made to the Equipment as described in Exhibit B to the Agreement that are required by ordinary use shall be:
 - a. Absorbed by the Motor Carrier when the cost thereof does not exceed \$50.00.
 - b. When estimated costs thereof exceed \$50.00, advance written authorization must be obtained from Provider prior to commencement of the required work. Provider will not pay for unauthorized work unless solely associated with normal wear and tear as defined in the Agreement. Provider shall reimburse Motor Carrier for approved work within thirty (30) days of receipt from Motor Carrier of properly documented invoice unless charges are disputed by the Provider.
 - c. All invoices for approved work must be accompanied by original vendor invoices, work description(s), and evidence Motor Carrier has paid applicable vendor(s) in full.
 - i. Invoices must include alpha marks, Equipment number, date and location where repaired and details concerning items repaired.
 - ii. Materials or parts used in making repairs shall be of like or better quality, safety and type as the materials or parts used by the original manufacturer, referenced in its specifications, or as directed by the Provider.
 - iii. Repairs shall be charged at current market prices which shall be the invoice price of material plus commercial freight and reasonable and customary labor charges.
 - iv. When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing time and labor costs.
2. When repairs of Equipment are to be made under the provisions of this Section G of this Addendum, Provider shall receive Per Diem charges as shown in Section E while the Equipment is out of service or, if the Equipment is extensively damaged, Per Diem charges will continue until agreement is reached between the Provider and Motor Carrier for the Motor Carrier to pay for the full 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 correction of normal Wear and Tear.
3. Improper repairs: Where Provider ascertains that wrong, incorrect, incomplete or unacceptable repairs have been made to the Equipment during Motor Carrier's possession, Provider is entitled to receive full cost of correcting the wrong, incorrect, incomplete or unacceptable repairs.

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4. In the event Equipment is returned damaged to the Provider, such damage shall be noted on the EIR which shall be deemed to be notice to the Motor Carrier of such damage. At Provider's option the Equipment may be repaired and all costs associated with such repair shall be invoiced to the Motor Carrier or the Equipment may be sent, at Motor Carrier's expense, to a repair facility chosen by the Motor Carrier to effect required repair.

H. Lost, Stolen or Destroyed Equipment.

1. In the event Equipment is lost, stolen from or destroyed by Motor Carrier the method of settlement shall be the depreciated replacement value as of the date it was reported lost, stolen or destroyed.
2. In addition to the provisions provided in the Agreement, the Motor Carrier shall furnish to the Provider all Police reports, insurance reports and any other materials or documents related to the incident.
3. Per Diem will continue to accrue up to the date that the settlement amount for the Equipment value has been received by the Provider.
4. Equipment shall at all times remain the property of the Provider despite receiving payment for the Equipment value unless the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the Equipment value.
5. The Provider shall, within 15 days of receipt of notice from the Motor Carrier of the status of destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
6. If the Equipment that has been reported lost or stolen is subsequently recovered by either the Provider or the Motor Carrier, the Per Diem charge will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment value has been received, a refund will be made to the Motor Carrier less any costs of recovery, Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
7. in the case of Equipment not returned to the Provider within sixty (60) days or more from the date of Interchange to the Motor Carrier, Provider may declare the Equipment to be lost and resolution shall be handled in accordance with the Lost, Stolen or Destroyed Equipment provisions of the Agreement.

I. Insurance.

1. In addition to the requirements under Section F.6 of the Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement the following insurance coverage(s):
 - (a) General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00 USD) combined single loss (CSL) on the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
 - (b) General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00 USD) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
 - (c) Motor Truck Cargo Insurance, covering all risks of loss or damage to cargo, in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per vehicle.
 - (d) Trailer Interchange insurance (physical damage to non-owned Equipment) for comprehensive all-risk coverage plus collision, with a limit of not less than an amount equal to the value of all interchanged Equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD) per unit for Equipment other than refrigerated or special, and Forty-Five Thousand Dollars (\$45,000 USD) on refrigerated or specialty Equipment. The Motor Carrier's deductible shall not exceed \$1,000.00.
 - (e) Workers' Compensation insurance covering employees of Motor Carrier with minimum limits as required by statute in each state in which operations are performed and Employer's Liability insurance with minimum limits as follows:
 1. Bodily Injury by accident - \$100,000 each incident;
 2. Bodily Injury by disease - \$100,000 each employee; and
 3. Bodily Injury by disease - \$500,000 policy limit.
2. The Insurance obtained in accordance with this Agreement, specifically Automobile and General Liability, shall name Provider as an additional insured, as Provider's interests may appear, and add Provider as a loss payee on its physical damage insurance policies, and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy. Such insurance policies shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Provider on the Equipment.
3. Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.

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4. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the respective regulatory agency.
5. The Provider will not accept insurance coverages that are underwritten by a risk retention group.

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EFFECTIVE DATE: JULY 21, 2014
IIEC REVISION: JUNE 5, 2015

OOCL (USA) INC. as agents for ORIENT OVERSEAS CONTAINER LINE LIMITED and OOCL (EUROPE) LIMITED

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

OOCL (USA) Inc., as agents for Orient Overseas Container Line Limited and OOCL (Europe) Limited, in accordance with the provisions of the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), set forth the following addendum.

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.

2. GENERAL

- 2.1 Whenever interchanging Equipment between themselves, Provider and Motor Carrier agree to comply with all the provision of the UIIA and this Addendum, whether or not Facility Operator is a signatory to the Agreement.
- 2.2 Provider reserves the right to assess administrative charges of \$75.00 to Motor Carrier per Traffic Citation/Fines on bill back invoices.

3. TERM

Notice of termination under Section G.16 of the UIIA shall terminate the entire Agreement between OOCL (USA) Inc. and Motor Carrier.

4. USE OF EQUIPMENT

- 4.1 The cost of decontaminating Equipment that has been loaded with contaminating commodities shall be the responsibility of the Motor Carrier who loaded, or arranged for the loading of, such Equipment.
- 4.3 Adjustment or Transfer of Lading.
 - A. Adjustment or transfer of lading shall be the responsibility of the Provider:
 - 1. When required at point of Interchange due to defective Equipment which cannot be readily repaired;
 - 2. When due to overload in violation of this Addendum.
 - B. If the Provider fails to adjust or transfer a lading where required, Motor Carrier may cause transfer to be made at expense of Provider.

5. DAMAGE

In the event Equipment is damaged after being received in Interchange, the Motor Carrier shall make repair, maintain Provider's standards, and material applied must be of similar quality and type as material removed. Repairs when completed, are subject to acceptance by Provider in the event of failure of Motor Carrier to make such repairs, it shall, nevertheless, be responsible for the cost thereof. If the estimated cost of the foregoing repairs exceed \$100, the consent of the Provider shall be obtained by the Motor Carrier before it causes the repairs to be made.

6. REPAIRS AND BILLING

- 6.1 In the event of repairs necessitated by Equipment defective at the time of Interchange to Motor Carrier, Motor Carrier shall make such repairs as may be necessary; provided that repairs with estimated cost in excess of \$100 is preapproved by Provider. When the cost of repairs necessitated by such defective Equipment is less than \$50, the Provider shall make the repairs at its own expense if not made by Motor Carrier. When the cost of repairs exceed \$50, the Motor Carrier shall make the repairs. Motor Carrier shall be promptly reimbursed by Provider for Motor Carrier's costs of repairs under this provision.
- 6.2 In the event the Motor Carrier returns Equipment to the Provider in a damaged condition, Provider shall take appropriate exception on the EIR. Provider shall bill the Motor Carriers for the cost of the repairs, whether or not in excess of \$100.
- 6.3 Ordinary maintenance and other service adjustments occasioned by ordinary use in Interchange will be:
 - A. Absorbed by Motor Carrier when cost thereof does not exceed \$50.
 - B. Billed to and borne by Provider where the cost is in excess of \$50.
 - C. Authorized by the Provider prior to commencement of maintenance repairs when estimated costs exceed \$100.
 - D. Billed to Provider by Motor Carrier within 90 days after repairs have been completed, unless otherwise agreed upon. Billing must include Equipment number, date and location where repaired, and all details concerning items and costs of repair.
- 6.4 In accordance with Section E.3.b of the UIIA, unless otherwise provided, materials used in making repairs shall be charged at current market prices.

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6.5In accordance with Section E.3.b. of the UIIA, when repairs are made by Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.

6.6Improper Repairs

- A.** Where repairs or replacements by Motor Carrier fail to meet the requirements of the Provider, the Provider shall forthwith correct such failures. Provider must advise Motor Carriers of such failures within sixty (60) days of the return of the Equipment to Provider.
- B.** Where Provider ascertains that improper repairs have been made, the Motor Carrier must assume full cost of correcting such repairs.
- C.** Where serviceable material not standard to Equipment is removed by Provider and, upon notification, the Motor Carrier elects to have such material returned, shipping instructions must be furnished within thirty (30) days accepting bill of freight charges (collect), or such material shall be treated as scrap.

6.7Settlement for repairs made under this section shall be made by Provider and Motor Carrier within thirty (30) days after receipt of billing. In the event Motor Carrier does not settle legitimate/undisputed billing within thirty (30) days, Provider may offset these charges against outstanding Equipment Use or damage charges from Motor Carrier.

6.8An administrative charge for preparing and documenting repair damages may be assessed by Provider.

7. SETTLEMENT FOR LOST, STOLEN OR DESTROYED EQUIPMENT

7.1In the event Equipment is lost, stolen or destroyed while in possession or control of Motor Carrier, the Motor Carrier agrees to reimburse the provider stipulated damages an amount equal to the Provider's depreciated book value of said Equipment as of the date it was reported lost, stolen or destroyed.

Calculation formula: Depreciated Value = Replacement Value times the months in service divided by 12 times the depreciation rate: $DV = RV * (m / 12 * dp)$

7.2The Motor Carrier must provide the Provider with written notification within five (5) days of the discovery of such loss, theft or destroyed Equipment. The written notice will specify the circumstances of the disappearance of the Equipment. The Provider shall, within fifteen (15) days of receipt of notice from the Motor Carrier of the status of the destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.

7.3Provider shall within a reasonable time after receipt of the written notification, secure and furnish to the Motor Carrier a written statement/Invoice of the value of the lost, stolen or destroyed Equipment, including component parts.

7.4Depreciated book value shall be the basis for fixing the value of the Equipment, and of component parts such as refrigeration units and LPG generators.

7.5Settlement shall be made within thirty (30) days after Motor Carrier has been furnished a statement of stipulated damages for the value of the Equipment lost, stolen or destroyed.

7.6The Provider maintains Providership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.

8. USE CHARGES - SPECIAL APPLICATION

8.1When Equipment is damaged and reported to the Provider under Section 7 of this Addendum, Use charges will cease from date of original notification until repairs are authorized or disposition furnished by Provider.

8.2If the Provider requests that Equipment be returned to Provider for repairs under Section 7 above, Motor Carrier will return Equipment within five (5) days after notice is received; otherwise, the Use Charge shall be reinstated.

8.3If, on receipt from provider of value of Equipment, Motor Carriers decides to repair the Equipment or send it to the Provider for repairs, the Use Charge shall continue from the date of original written notification to Provider of the Equipment being damaged.

8.4When Equipment has been reported to the Provider as lost, stolen or totally destroyed, the use charge shall cease on the date Provider has received payment in full except as provided in Section 7.3 above.

8.5In the event that a claim presented by the Provider is not settled within sixty (60) days from the date of presentation, the Use Charge shall continue until receipt of payment.

9. INSURANCE

9.1In addition to the other insurance requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement at its own expense:

- A.** Liability insurance in an amount not less than \$5,000,000 for the carriage of hazardous substances as defined in 49 CFR 171.8, as amended, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosive, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.455, as amended. Proof of such

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coverage is only required where and when Motor Carrier has been engaged to carry the cargoes described in this paragraph. Motor Carriers not carrying such cargoes need not provide proof of such coverage.

- B.** Liability insurance in an amount not less than \$1,000,000 for the carriage of oil listed in 49 CFR 171.101, as amended, hazardous waste, hazardous materials and hazardous substances defined in 40 CFR 171.8 and listed in 49 CFR 172.101, as amended, unless also mentioned in subparagraph (A) above.
 - C.** Cargo insurance, covering all risks of loss or damage to cargo, in an amount not less than \$100,000 per occurrence.
 - D.** Insurance covering loss of or damage to Equipment after Interchange to Motor Carrier, in the minimum of \$15,000 per occurrence, (\$50,000 per occurrence for refrigerated equipment), unless additional insurance is required by provider, in which case such additional insurance will be obtained by Motor Carrier prior to Interchange.
- 9.2** Motor Carrier shall name Provider as an insured and loss payee thereof as Provider's interest may appear on the Motor Carriers General Liability and Trailer Interchange coverage and shall contain a clause requiring the insurance carrier to give Provider at least thirty (30) days prior written notice of any alteration in the terms of such policy, or of any cancellation thereof, unless cancellation is a result of non-payment of premium in which ten (10) days advance notice of cancellation is required. Motor Carrier shall obtain such additional insurance as required by the federal, state or local governmental agency or authority which has jurisdiction over the Motor Carrier.
- 9.3** Upon demand, Motor Carrier shall furnish to Provider the insurance policies required by this Agreement. However, Provider shall be under no duty to either ascertain the existence of or to examine any such insurance policy or to advise Motor Carrier in the event such insurance coverage does not comply with the requirement of this Agreement.
- 9.4** Changes to the above insurance requirements shall be made, if at all, at the sole discretion of Provider. The above limits of insurance shall in no way be construed as Motor carrier's maximum liability under this Agreement.
- 9.5** Motor Carrier, if self-insured and so recognized by the governing federal regulatory agency or agencies shall maintain policies of insurance to meet the insurance requirements of this Agreement in excess of the Motor Carrier's federal regulatory approved self-insured limits.
- 9.6** OOCL (USA), Inc. cannot accept insurance coverages that are underwritten by a risk retention group.

10. OPERATING RULES

10.1 Equipment will be accepted in Interchange service provided that:

- A.** The provider furnishes valid license plates on the Equipment as required in the state of registry.
- B.** The Equipment when loaded shall not exceed manufacturer's gross weight limitations which shall be marked on the unit. Motor Carrier may restrict size and weight of any Equipment to meet clearance and highway requirements for movement over a particular range.
- C.** The Kingpin is free of cracks or other visible flaws and is securely attached to said Equipment.
- D.** The Container must be secured to chassis or bogie according to safety requirements of the Receiving Carrier receiving the Equipment.

10.2 Accessories and Special Equipment

- A.** All wheeled Equipment shall have the following accessories:
 - (1) The SAF-ATA Recommended (7-Conductor) Electrical Connector Plug.
 - (2) Flashing turn signals with not less than 12 square inches of lens surface.
 - (3) Stop lights, tail lights, clearance and marker lights, mud or rain flaps, as required by appropriate governmental agencies.
 - (4) Tires conforming to requirements of Section 11 of this Addendum.
 - (5) Landing gear conforming to requirements of Section 11 of this Addendum.

10.3 An EIR shall be prepared at Interchange specifying the description and condition of and number of removable items accompanying the Equipment, such as, but not limited to:

- A.** Chains, binders and cables.
- B.** Tarpaulins (except expendable type), including securements.
- C.** Tarpaulin bows.
- D.** Spreader bars or tie rods.
- E.** Bulkheads, bulkhead boards, and load restraining devices.
- F.** Sides, gates, sections or end doors.
- G.** Temperature control units.
- H.** Auto transport equipment such as skids, retainer pins, stands, tie down chains cable and hooks.

10.4 When loaded open top Equipment is offered in Interchange and is equipped with tarpaulins and bows, the tarpaulin and bows must be in their proper position with tarpaulin spread and secured. In the event tarpaulin and bows are not used, they must be placed in proper storage.

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10.5 When empty open top or platform type Equipment is offered in Interchange and is equipped with tarpaulin, bows, side and end gates, the tarpaulin and bows, side and end gates must be in proper place with tarpaulin spread and secured.

11. CONDITION GOVERNING COMPONENTS OR EQUIPMENT

11.1 Tires and Tubes

- A. The provider shall equip trailer with tires and tubes of proper size at the time of Interchange. Thereafter, until the trailer is returned repairs to tires and tubes shall be made by and at the expense of the Motor Carrier.
- B. At the time of Interchange of Equipment, the tires thereon shall be thoroughly inspected by the receiving Motor Carrier:
 - (1) To determine if properly mated.
 - (2) To determine major defects, such as:
 - (a) Separation of caps
 - (b) Visible blisters
 - (c) Obvious signs of rim wear
 - (d) Visible objects protruding from tire, such as nails, bolts, spikes.
 - (3) To determine that tires contain at least sufficient tread to comply with appropriate governmental safety regulation.
- C. Any deficiency noted by inspection shall be corrected by the Provider or by the Provider prior to acceptance for Interchange use.
- D. At time of inspection there shall be recorded on the Equipment Interchange Receipt and Safety Inspection Report the tire Provider's name and number, if any, or manufacturer's name and location of tire on the Equipment.
- E. Motor Carrier shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, and other necessary repairs.
- F. In the event of a blowout and/or total failure of a tire and/or tube, replace by other than the Provider, the replacement shall be properly mated and of a similar quality and value and report of such replacement must be made to Provider showing size, ply, brand and serial numbers of tires removed and applied.
- G. An unserviceable tire for which the Provider is charged shall be held by the Motor Carrier for thirty (30) days after notifying the Provider of such unserviceability. In the event Provider requests return of such tire, it shall be returned by Motor Carrier to the point and in the manner designated by Provider at a cost mutually agreed upon and to be borne by the Provider, except that in the event such a tire is returned which became unserviceable by being run flat or otherwise abused, the transportation costs shall be borne by Motor Carrier.

11.2 Landing Gear

- A. At time of Interchange, the Equipment landing gear must be complete as to component parts, properly secured to Equipment and in suitable condition to properly support the load on the Equipment.
- B. Motor Carriers shall provide the required maintenance service to the landing gear, including minor repairs and lubrication.

11.3 Refrigeration & Heating

- A. At time of Interchange of loaded Equipment under heat or refrigeration, interior air of the Equipment will be at the specified temperature. The mechanical unit shall be satisfactory operating condition and shall have sufficient oil, and the genset fuel tank filled to capacity.
- B. Provider shall protect the liquid cooling system of a mechanical unit on the Equipment against freezing damage by application of sufficient permanent anti-freeze solution to prevent freezing at temperature not less than minus 20 degrees F. The type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
- C. Motor Carriers shall monitor the temperature of refrigerated Equipment. If for any reason refrigerated Equipment is not at the required temperature, Motor Carrier shall immediately advise Provider.
- D. Motor Carrier shall be responsible for further protecting the mechanical unit where temperature lower than the above minimum may occur while in its possession. In furnishing this protection, the same type of solution shall be added to the mechanical unit and the information tag shall be corrected to show the new temperature protection.
- E. Fuel used to operate a portable unit or refrigeration unit in either heat or refrigeration service shall comply with all requirements of the carriers involved in the movement and the regulatory agencies having jurisdiction over the movement.
- F. Type and location of portable unit shall be designated by Delivering Carrier.
- G. Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when the Equipment contains commodities requiring temperature control.
- H. Motor Carrier shall return refrigeration and heating equipment with fuel tanks filled to capacity, or reimburse provider for the cost of the fuel consumed.

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- I. Notwithstanding any provisions of Section 7 above, the Provider shall be responsible for the cost of parts used to repair refrigeration units only when the replace parts are returned to the Provider by the Motor Carrier.
- J. Prior to empty refrigerated equipment being redelivered to the Provider, the Motor Carrier at its own expense, shall properly clean the Equipment, including, but not limited to, steam cleaning.

11.4 Tanks

- A. The Motor Carriers agrees that, prior to returning an empty tank trailer to Provider or upon receipt of an empty tank trailer from Provider, Motor Carrier shall clean the interior, dome and discharge area of the tank trailer, at Motor Carrier's expense. In the event a tank trailer is returned unclean, Provider may refuse to accept the tank trailer.
- B. Provider shall accept a full tank trailer from Motor Carrier, provided that contents of the tank trailer shall not be filled in accordance with regulatory requirements and limits.
- C. A tank trailer shall be returned with all gauges, valves, hatch covers, and other accessories in good operating condition without evidence of leakage.

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:

Type of Equipment	Charge Per Day
Dry Containers/Trailers with Chassis	\$85
Dry Containers without Chassis	\$45
Open Top Containers/Flatbed Trailers with Chassis	\$120
Open Top Containers/Flatbed Trailers without Chassis	\$80
Open Top High Cube Containers/Flatrack High Cube Containers with Chassis	\$135
Open Top High Cube Containers/Flatrack High Cube Containers without Chassis	\$95
Super Rack with Chassis	\$240
Super Rack without Chassis	\$200
Refrigerated/Tank Equipment with Chassis	\$120
Refrigerated/Tank Equipment without Chassis	\$80
Bare Chassis	\$50
Ro-Ro Equipment, Trailers other than flatbeds, all types/sizes, leased for special projects	\$50

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.

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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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PACIFIC INTERNATIONAL LINES (PRIVATE) LIMITED

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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.

SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES

<u>EQUIPMENT</u>	<u>FIRST 5 DAYS AFTER FREE TIME</u>	<u>EACH CALENDAR DAY THEREAFTER</u>
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

C. INSURANCE

Motor Carrier Subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and the certificate of insurance shall specify the limits of the coverage. Such coverage may be written on an Actual Cash Value Basis, but in no event less than \$15,000.00, or an amount that may otherwise be required by the providing carrier. Notwithstanding the language of this subparagraph, the Motor Carrier of equipment shall nevertheless be responsible for damage to interchanged equipment while in their care, custody and control.

Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriated authorizing order issued by the regulatory jurisdiction permitting such self-insurance. And, shall where appropriate comply with respect to policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.

Motor Carrier will maintain cargo insurance for an amount not less than \$100,000.00 per unit throughout the period the equipment is in the possession of the Motor Carrier.

Insurance as may be required under this paragraph must be written by an insurance company licensed to write insurance under appropriate Federal or State regulation.

D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by certified mail to Pacific International Lines (Private) Ltd., One St. Louis Centre, Suite 2003, Mobile, AL 36602, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by Pacific International Lines (Private) Ltd.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to Pacific International Lines (Private) Ltd.
3. If any chassis is returned to other location other than the origin interchange point, the Motor Carrier will be held liable for all repercussion and costs incurred to the line in order to return the chassis to original location. Pacific International Lines (Private) Ltd. also reserves the right to continue per diem charges to the Motor Carrier's account until the container or chassis is returned or restitution is made.

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(PACIFIC INTL LINES PRIVATE LTD CONTINUED)

4. All empty equipment returned to Provider will be free of HAZMAT Placards and HAZMAT residue.

E. METHOD OF DISPUTE PROCESS

1. All disputes must be submitted in writing within 30 days of invoice date to our Misc. Collections department at One St. Louis Centre, Suite 2003, Mobile, AL 36602/fax number 251-433-1461.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.

F. MAINTENANCE AND REPAIR

1. In the event the Equipment, which is offered by the Provider for Interchange, shall require repairs before being interchanged, the Provider shall be responsible for the cost thereof, if acting as repair agent for the Provider, the Motor Carrier may cause the repairs to be made. If the apparent cost for the foregoing repairs exceeds \$50.00 the Motor Carrier, acting as repair agent, shall obtain the consent of the Provider before it causes the repairs to be made.
2. While in Motor Carrier's possession, ordinary maintenance and other service adjustments, reasonable wear and tear expected, occasioned by ordinary use pursuant to this agreement will be:
 1. Absorbed by the Motor Carrier, to the extent of the first \$50.00 of cost
 2. Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00
 3. Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00.
 4. Billed to Provider within ninety-(90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.

Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the Classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. When repairs are affected by the Motor Carrier, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
4. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.
5. Improper repairs: Where repairs or replacements fail to meet the requirement of sub-paragraph (4) herein, the Provider shall forthwith correct the failure and the cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty-(30) days from the date of notice and said instructions must state Motor Carriers agreement to accept collected freight charges, otherwise the material may be treated as scrap.
6. Invoices submitted by Provider for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee of \$25.00, on any invoice, irrespective of the invoice amount.

G. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five-(5) chronological days of the date of loss, theft or destruction of equipment. If Equipment is stolen, Motor Carrier will immediately report the theft to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately with notification. Once written notification and incident report are received by Provider, the per diem charges will be stopped.
2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the cost thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
3. Payment shall be made within thirty-(30) days after the Motor Carrier has been furnished with a statement of the depreciated replacement value for the lost, stolen or destroyed Equipment.
4. Unless otherwise agreed between Provider and Motor Carrier, the Provider shall maintain Ownership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.
5. If Equipment is interchanged to Motor Carrier for more than ninety-(90) days and Motor Carrier is unable to account for the equipment's whereabouts, the Provider reserves the right to consider that the Equipment to be a Total Loss and to invoice the Motor Carrier accordingly.

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(PACIFIC INTL LINES CONTINUED)

H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges 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, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within-(90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

I. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Landing Gear
 - 1.1 Motor Carrier shall provide required maintenance service to Landing gear including minor repair and lubrication while in their possession.
2. Tarps and Cables
 - 2.1 The cost of reinstallation or the replacement of damaged tarplins during the period of interchange or upon notation of damage at time of interchange back to the Provider, will be the responsibility of the Motor Carrier.
3. Refrigeration and Heating
 - 3.1 At the time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity to fuel tank.
 - 3.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.
 - 3.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty-(20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
 - 3.4 Motor Carrier shall be responsible for further protecting the mechanical unit where temperature lower that the above minimum may occur while in its possession. In furnishing this protection, the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
 - 3.5 Fuel used to operate unit in either heat or refrigeration service shall comply with all requirements of the Provider or regulatory agency involved in the movement. Type and location or portable units shall be designated by Provider.
 - 3.6 Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.
 - 3.7 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.
 - 3.8 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.
 - 3.9 Notwithstanding any provisions of Section F.2 herein, the Provider shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.
 - 3.10 Prior to redelivery to the Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Provider may, in its sole discretion, refuse to accept its return, or cause the Equipment to be properly cleaned and invoice Motor Carrier the cost thereof.

J. TANKS

1. The Motor Carriers agrees, prior to returning empty tank Equipment to Provider, to clean interior, dome and discharge area of the Equipment, and cost thereof will be absorbed by the Motor Carrier. In the event the Equipment is not cleaned prior to return, the Provider may in its sole discretion refuse to accept return of the Equipment, or cause the Equipment to be cleaned and invoice to Motor Carrier the cost thereof.
2. Provider will accept tank Equipment from Motor Carrier provided the Equipment has been filled so as to comply with regulatory requirements.
3. Tanks shall be returned with all gauges, valves, hatch cover, etc. in good operating condition and there should be no evidence of leakage.

EFFECTIVE: APRIL 8, 2007
IIEC REVISION: FEBRUARY 20, 2015

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PASHA HAWAII HOLDINGS LLC

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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

II. DAMAGE TO EQUIPMENT

A. Except for tires and tubes, damage to which is subject to the provision of Paragraph II.D of this Addendum, if Equipment is damaged other than through ordinary wear and tear while in Motor Carrier's custody, Motor Carrier shall obtain from a reputable equipment repair facility an estimate of the cost of restoring the Equipment to the condition in which received, using workmanlike labor and materials of standard quality. If the reputable repair facility's estimate of repairs is \$200 or less, Motor Carrier shall cause the repairs to be made. If the reputable repair facility's estimate of repairs exceeds \$200, Provider at its option (1) may consent to the repairs, in which case Motor Carrier shall cause them to be made at Motor Carrier's expense or (2) require return of the damaged equipment, in which case Motor Carrier promptly shall return the damaged Equipment to Provider at Motor Carrier's expense. Motor Carrier shall pay the reasonable cost of such repairs within thirty (30) days of Provider's request for payment.

B. If the Equipment is damaged through ordinary wear and tear while in Motor Carrier's custody, Motor Carrier shall obtain from a reputable equipment repair facility an estimate of the cost of restoring the Equipment to the condition in which received, using workmanlike labor and materials of standard quality, and shall notify Provider of the damage. Upon receipt of Motor Carrier's notice, Provider at its option (1) may consent to the repairs, in which case Motor Carrier shall cause them to be made at Provider's expense, or (2) request the Motor Carrier to return the Equipment damaged through ordinary wear and tear to the Provider, at the Provider's expense.

C. If Motor Carrier causes repairs to be made by persons other than Provider, whether or not Provider has consented to such repairs, the repairs shall be made to Provider's reasonable satisfaction.

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(Pasha Hawaii Holdings LLC – continued)

D. In the event of a blowout and/or total failure of a tire and/or tube while Equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the Equipment, and such replacement reported to Provider, showing size, ply, brand and serial number of the tire(s) removed and applied. If it is clear that the tire(s) were ruined as a result of being run flat the Provider will invoice the Motor Carrier for the cost of the replacement tire(s).

III. LOST, STOLEN OR DESTROYED EQUIPMENT

A. If interchanged Equipment is lost, stolen, or destroyed while in Motor Carrier's custody, or is so badly damaged that Motor Carrier reasonably concludes that the Equipment is likely to have suffered a constructive total loss, Motor Carrier shall notify Provider immediately upon learning of the Equipment loss, theft, or destruction. Additionally, if Motor Carrier reasonably concludes that the Equipment is likely to have suffered a constructive total loss, it shall obtain the repair estimate required by Paragraph II.A of this Addendum.

B. Upon receipt of Motor Carrier's notice that the Equipment is likely to have suffered a constructive total loss and the estimated cost of repairs, Provider at its option (1) may consent to the repairs, in which case Motor Carrier shall cause them to be made at its own expense to an amount not to exceed the Actual Cash Value and at Provider's expense as to any additional, or (2) request return of the damaged Equipment, in which case Motor Carrier promptly shall return the damaged Equipment to Provider. If Motor Carrier returns the Equipment to Provider at Provider's request, Provider at its option (1) may repair or cause the repair of the Equipment for Motor Carrier's account in an amount not to exceed the Actual Cash Value of the Equipment, or (2) treat the Equipment as a constructive total loss and require that Motor Carrier pay the Actual Cash Value, less salvage as reasonably determined by Provider.

C. Motor Carrier shall pay the amount invoiced by Provider for lost, stolen or destroyed Equipment within thirty (30) days of receipt of Provider's invoice.

D. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen, or destroyed Equipment unless Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.

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.

V. INSURANCE

A. In addition to the insurance required under Paragraph F of the Uniform Intermodal Interchange and Facilities Access Agreement, Motor Carrier shall maintain cargo liability insurance with coverage of at least \$100,000 per occurrence and trailer interchange insurance covering loss or damage to Equipment after interchange to Motor Carrier with coverage of at least \$25,000 per occurrence.

B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.

C. Motor Carrier shall cause Provider to be endorsed or named as an additional insured on the general liability insurance and trailer interchange insurance required by this Addendum. Upon notice of the cancellation of any insurance policy in which Provider is endorsed or named as an additional insured, Motor Carrier shall return all Equipment in Motor Carrier's custody to Provider before the effective date of the cancellation.

D. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of Provider with proper notification of the change in accordance with Section G.14.a of the UIIA. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.

E. Motor Carriers that are self-insured and so recognized and approved by the Department of Transportation must provide proof of such authority to self-insure in the form of an appropriate authorizing order issued by the Department of Transportation.

EFFECTIVE: JANUARY 3, 2013
UIIA Participation Change: June 15, 2015

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SCHUYLER LINE NAVIGATION COMPANY LLC

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. FREE TIME AND PER DIEM

Free Time

All Containers – Day of interchange plus one calendar day includes Weekends and Holidays.

Per Diem

All Containers - \$45.00 per day

2. INSURANCE

- 1.1 Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
- 1.2 Motor Carrier will maintain insurance through an insurance carrier with a rating of A- or better.
- 1.3 Motor Truck Cargo insurance with coverage of at least US\$100,000.00 per vehicle.
- 1.4 Motor Carrier shall have in effect trailer interchange insurance covering damages to interchanged equipment no less than \$25,000 per trailer.

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EFFECTIVE: AUGUST 28, 2015

SEABOARD MARINE LTD.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement"), as may be amended from time to time, entered into by Seaboard Marine, Ltd. (hereinafter "Provider") and the undersigned motor carrier (hereinafter "Motor Carrier") establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by Provider.

A. General.

1. Motor Carrier is expressly prohibited from knowingly using any Provider Equipment in moving hazardous wastes or other materials deemed to be illegal or dangerous unless provided by exception under provisions of law by the Provider.
2. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally interchanged to the Motor Carrier, without prior written approval from the Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin or other location acceptable to the Provider.

B. Definitions.

1. Capitalized terms that are used herein that are not defined shall have the meaning provided for in the UIIA.
2. The definition for Equipment Interchange Receipt (EIR) in the UIIA shall also apply to Equipment Interchange Report or Trailer Interchange Receipt (TIR) where used in receipts provided by the Provider.
3. DAY: A period of time commencing with the interchange of Equipment and ending at 12:00 midnight, but in no event shall extend for more than 24 hours. Each day thereafter begins at 12:00 midnight and ends 24 hours later at 12 midnight.
4. WORKING DAY: A calendar day excluding Saturdays, Sundays and Government designated public holidays.
5. SPECIAL EQUIPMENT: Shall mean flatracks, platforms, open tops, tanks, flatbeds, mafis, and equipment not otherwise specified herein whether leased or owned by the Provider. Equipment as defined in the Agreement shall also include Special Equipment.

C. Suspension & Termination.

1. In addition to any suspension and termination provisions set forth in the Agreement, including but not limited to Section G.4., the parties may immediately terminate the Agreement at any time, as follows:
 - a. Either party may terminate the Agreement if any legislation, order or rule of any public authority should be enacted making the performance of this Agreement unlawful for either party.
 - b. The Provider may immediately terminate the Agreement if the Motor Carrier fails to maintain its operating authority issued by a Government Agency responsible for regulating such entities or such operating authority is revoked or suspended for any reason.Termination by Provider or Motor Carrier by written or facsimile notice shall be effective immediately upon such notice or upon such later date as may be stipulated in said notice. Termination shall not relieve Provider or Motor Carrier of any obligation or liability which shall have arisen prior to such termination.
2. Provider may also terminate this Agreement and/or suspend Motor Carrier's right to Interchange Provider Equipment with five (5) days' notice if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
3. Bankruptcy: In the case of bankruptcy, reorganization, insolvency, liquidation or other similar proceeding on the part of the Motor Carrier or if such proceedings are commenced against the Motor Carrier or if a trustee or receiver or similar officer is appointed over the Motor Carrier or its property, Provider may terminate this Agreement and the appointment there under at any time and with immediate effect by written notice to the Motor Carrier. It is further agreed that the Motor Carrier will consent to grant Provider a relief of stay in order to retake possession of Provider's Equipment from the Motor Carrier. It is agreed that such relief does not extend to any sums claimed owed to Provider by the Motor Carrier and that Provider must make claim under the bankruptcy proceedings in order to recover these amounts.
4. Motor Carrier must return any Equipment in its possession to Provider within seventy-two (72) hours following any suspension or termination of the Agreement.

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 following Equipment departure by the Motor Carrier from the marine terminal, railroad or container yard used by the Provider.

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(Seaboard Marine Ltd. Continued)

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 returned to the Provider within the allowed free time. For the purpose of this provision, the first "day" shall commence on the day following 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 four (4) working days.
- ii. For operating refrigerated or temperature controlled containers including but not limited to lengths of 20', 40': Day of initial interchange plus two (2) working days.
- 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:

When the Motor Carrier requires the use of a Provider chassis a charge of \$150 shall be applied and the Motor Carrier shall be allowed the day of initial interchange plus four (4) working days free time for chassis used for dry container, flat rack, open tops and tank container; or day of initial interchange plus two (2) working days free time for chassis used for operating refrigerated container. Following the expiration of the free time the charge for the applicable equipment type with chassis according to the Per Diem schedule in E. below shall be applied.

- 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.

Per Diem charges shall apply per piece of Equipment following the expiration of Free Time stated above. The Provider may establish Per Diem rates based on a combination of Equipment i.e. dry container with chassis where the charges cover both pieces of Equipment as identified in the table of charges below. Unless otherwise noted in the table of charges below, each piece of Equipment shall be charged separately following the expiration of free time.

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	\$160.00 per day or fraction thereof
Refrigerated (Temperature Controlled) containers with chassis and power unit	\$185.00 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
Lowboys or other special trailers	\$50.00 per day or fraction thereof
Power Units i.e. Clip On Power Units or Gen-Set Power Units	Included within the Refrigerated Container charge if provided.

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.

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(Seaboard Marine Ltd. Continued)

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: equipment@seaboardmarine.com 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.

G. Maintenance and Repair.

1. While Equipment is interchanged to Motor Carrier, ordinary maintenance and other service or repairs made to the Equipment as outlined in Exhibit B to the Agreement required by ordinary use shall be:

- a. Absorbed by the Motor Carrier when the cost thereof does not exceed 50.00.
- b. When estimated costs thereof exceed \$50.00, advanced written authorization must be obtained from Provider prior to commencement of the required work. All authorized work must be billed to Provider within forty-five (45) days of completion. Provider will not pay for unauthorized work unless solely associated with normal wear and tear as defined in the Agreement. Provider shall reimburse Motor Carrier for approved work within forty-five (45) days of receipt of properly submitted invoice by Motor Carrier unless disputed by the Provider. The forty-five (45) day billing timeframe as it relates to over-the-road repairs is reciprocal to both the Motor Carrier and the Provider.
- c. All invoices for approved work must be accompanied by original vendor invoices, work description(s), and evidence Motor Carrier has paid applicable vendor(s) in full.
 - i. Invoices must include alpha marks, Equipment number, date and location where repaired and details concerning items repaired.
 - ii. Materials or parts used in making repairs shall be of like or better quality, safety and type as the materials or parts used by the original manufacturer, its specifications or as directed by the Provider.
 - iii. Repairs shall be charged at current market prices which shall be the invoice price of material plus commercial freight and reasonable and customary labor charges.
 - iv. When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing time and labor costs.

2. When repairs of Equipment are to be made under the provisions of Section G of this Addendum, Provider shall receive Per Diem charges as shown in Section E while the Equipment is out of service or if the Equipment is extensively damaged, Per Diem charges will continue until agreement is reached between the Provider and 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 correction normal Wear and Tear.

3. Improper repairs: Where Provider ascertains that wrong, incorrect, incomplete or unacceptable repairs have been made to the Equipment during Motor Carrier's possession, Provider is entitled to receive full cost of correcting the wrong, incorrect, incomplete or unacceptable repairs.

4. In the event Equipment is returned damaged to the Provider, such damage shall be noted on the EIR which shall be deemed to be notice to the Motor Carrier of such damage. At Provider's option the Equipment may be repaired and all costs associated with such repair shall be invoiced to the Motor Carrier or the Equipment may be sent, at Motor Carrier's expense to a repair facility chosen by the Motor Carrier to affect required repair

5. In accordance with Section E.5. of the UIIA, the Motor Carrier shall return equipment in a clean condition or Provider reserves the right to invoice the Motor Carrier for the cleaning costs.

H. Insurance.

In addition to any other requirements under this Agreement, Motor Carrier shall have in effect and shall maintain for the full term of this Agreement the following insurance coverage(s):

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(Seaboard Marine Ltd. Continued)

1. General Liability and Automobile Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00 USD) combined single loss (CSL) on the carriage of hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas, or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403.
2. General Liability and Automobile Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00 USD) CSL for the carriage of oil listed in 49 CFR 172.101; hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101.
3. Motor Truck Cargo Insurance, covering all risks of loss or damage to cargo, in an amount not less than One Hundred Thousand Dollars (\$100,000.00 USD) per occurrence. In any case, the Motor Carrier's deductible shall not exceed \$5,000.00.
4. Trailer Interchange insurance (physical damage to non-owned Equipment) for comprehensive all-risk coverage plus collision, with a limit of not less than an amount equal to the value of all interchanged Equipment hereunder but in all circumstances not less than Twenty-Five Thousand Dollars (\$25,000.00 USD) per unit for Equipment other than refrigerated or special, and Forty-Five Thousand Dollars (\$45,000 USD) on refrigerated or specialty Equipment. The Motor Carrier's deductible shall not exceed \$1,000.00
5. The Insurance obtained in accordance with this Agreement, specifically Automobile and General Liability shall name Provider as an additional insured, as Provider's interests may appear, to add Provider as a loss payee on its physical damage insurance policies and shall contain a clause requiring Motor Carrier to give Provider at least thirty (30) days prior written notice of any alterations in the terms of such policy. Such insurance policies shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Motor Carrier on the Equipment.
6. Motor Carrier shall obtain such additional insurance as required by the Department of Transportation, the Interstate Commerce Commission, or any other Federal, State or Local governmental agency or authority.
7. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
8. The Provider will not accept insurance coverages that are underwritten by a risk retention group.

I. Lost, Stolen or Destroyed Equipment.

1. In the event Equipment is lost, stolen from or destroyed by Motor Carrier the method of settlement shall be the depreciated replacement value as of the date it was reported lost, stolen or destroyed.
2. In addition to the provisions provided in the Agreement, the Motor Carrier shall furnish to the Provider all Police reports, insurance reports and any other materials or documents related to the incident.
3. Per Diem will continue to accrue up to the date that the settlement amount for the Equipment value has been received by the Provider.
4. Equipment shall at all times remain the property of the Provider despite receiving payment for the Equipment value unless the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the Equipment value.
5. The Provider, shall within 15 days of receipt of notice from the Motor Carrier of the status of the destroyed Equipment, provide the Motor Carrier with instructions for the disposition of the destroyed Equipment.
6. If the Equipment that has been reported lost or stolen is subsequently recovered by either the Provider or the Motor Carrier the use charge will remain in effect until the Equipment has been returned to the Provider. If payment for the Equipment value has been received a refund will be made to the Motor Carrier less any costs of recovery, Per Diem, damage repairs or any other costs through the date the Equipment is returned to active status with the Provider.
7. Equipment not returned to the Provider within sixty (60) days or more from the date of interchange to the Motor Carrier, Provider may declare the Equipment to be lost and shall be handled in accordance with the Lost, Stolen or Destroyed Equipment provisions of the Agreement.

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Effective Date: June 25, 2013
IIEC Requested Revision: June 9, 2014
Revised: January 30, 2016

Somers Isles Shipping Ltd.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchange to Motor Carrier by (Provider) using the Uniform Intermodal Interchange and Facilities Access Agreement dated September 15, 2000, or as it may be revised from time to time.

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 dry containers: \$25 per day
- (2) For 20 or 40 foot flatrack, seadeck or platform containers: \$25 per day
- (3) For 20 or 40 foot open top containers: \$25 per day
- (4) For refrigerated or tank containers: \$50 per day
- (5) For other equipment: \$50 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.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 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. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges which have been verified by the 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.

III. DAMAGE AND REPAIRS

- A.** In the event equipment is damaged after being received in interchange service by Motor Carrier, the Motor Carrier shall promptly repair the equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds \$100.00 the consent of the Provider must be obtained before the repairs are made. Where Provider ascertains that wrong repairs have been made by Motor Carrier the Motor Carrier agrees to be responsible to Provider for the full cost of correcting such wrong repairs. In the event Motor Carrier fails to repair the damage the Provider will invoice the Motor Carrier the cost of the repairs it caused to be completed.
- B.** In the event of repairs necessitated by defective equipment Motor Carrier shall make such repairs as may be necessary for the Provider's account; however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed \$250.00.
- C.** In the event of a blowout and/or failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment, and such replacement reported to Provider showing size, ply, brand and serial numbers of tire(s)

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(Somers Isles Shipping Continued)

removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (i) return the replacement tire and rim to the Motor Carrier, or (ii) reimburse the Motor Carrier for the reasonable value of the tire, rim, and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time equipment is redelivered to Provider. In the event Motor Carrier fails to return blown out or unserviceable tire(s) and rims(s) or it is clear that the tire(s) weren't maintained or run flat the Provider will invoice Motor Carrier for the value of the tire(s) and rim(s). Invoice amounts shall be \$125.00 for a tire and \$50.00 for a rim.

IV. REFRIGERATED EQUIPMENT

- A. Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B. Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this Agreement, contact the Provider for repair approval when the estimated repair cost will exceed \$200.00.
- C. Empty refrigerated equipment must be redelivered in a clean condition or the Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning costs.

V. LOST, STOLEN OR DESTROYED EQUIPMENT

- A. In the event equipment is lost, stolen, or destroyed while in possession or control of Motor Carrier, Motor Carrier will as soon as practicable notify Provider of the incident in writing. In any event Provider shall have the right to request that Motor Carrier redeliver to it equipment which the Provider has reasons to believe has been lost, stolen, or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier within 30 days of the request Provider shall treat the equipment as lost.
- B. Settlement for lost, stolen, or destroyed equipment shall be made within 90 days after Motor Carrier has been furnished Provider's invoice showing the Depreciated Replacement Value of the equipment.
- C. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen, or destroyed equipment **UNLESS** the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.
- D. Motor Carrier agrees to be responsible for Provider's use charges up to the date an invoice from the Provider has been mailed which covers equipment that has been lost, stolen, or destroyed. In no case will the Provider require more than 30 days to prepare an invoice once written notice has been received from the Motor Carrier.

VI. INSURANCE

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000.00 per occurrence.
- B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of \$15,000.00 for dry vans and \$30,000.00 for refrigerated equipment.
- A. Motor Carrier shall name Provider as an additional insured and loss payee thereof on its general liability insurance policy as Provider's interest may appear.
- B. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

EFFECTIVE: JUNE 1, 2004

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SWIRE SHIPPING
(formerly Indotrans, Inc./Indotrans Pacific)

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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

III. REPAIRS TO EQUIPMENT

- A. Tires - Cost of replacement tire \$225.00 per tire.
- B. All repairs are not to be made unless the Equipment Manager is notified.

IV. LOST, STOLEN OR DESTROYED EQUIPMENT

- A. Suspension of Per Diem (per diem will cease upon receipt of payment for the depreciated replacement value of equipment or the recovery of the equipment).
- B. Disposition of destroyed equipment will be made by Equipment Manager on an individual basis.

V. INSURANCE

- A. In addition to the insurance required by the UIIA under Section F.6. of the Agreement, Motor Carriers interchanging equipment with (Swire Shipping), Inc. are also required to carry the following insurance coverage:
 - 1. Motor Carrier subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control in an amount not less than \$15,000.00.
 - 2. Motor Carrier subscribers shall have in effect motor truck cargo carrier's liability insurance for an amount not less than \$100,000.00.
 - 3. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency, and will be approved by Swire Shipping on an individual basis.

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

TIGER COOL EXPRESS, LLC

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ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

This "Addendum" supplements the provisions of the Uniform Intermodal Interchange and Facilities Access Agreement ("Agreement") by setting forth the schedule of economic and commercial terms of Tiger Cool Express, LLC ("Provider"). This Addendum applies and is binding on Equipment interchanged to Motor Carrier by the Provider under this Agreement. Terms defined in the Agreement will be given the same meaning and definition in this Addendum.

1. **Authorization of Personnel.** Motor Carrier authorizes any and all of its drivers, employees, agents or representatives to inspect Equipment, to execute any Equipment Interchange Receipt, and to interchange Equipment to and from Provider for Motor Carrier's account.

2. **Liability for Lost, Stolen or Destroyed Equipment.**

2.1. **Notification.** Motor Carrier will immediately notify Provider if any Equipment under its responsibility is lost, stolen or destroyed during the Interchange Period. Provider may declare Equipment lost if it is not returned promptly by Motor Carrier and cannot otherwise be accounted for or returned by Motor Carrier after Provider's request for Motor carrier to return it.

2.2. **Method of Calculation.** If, during the period of Motor Carrier's responsibility, the Equipment is lost, stolen or destroyed, Motor Carrier's liability will be for the depreciated replacement value of the Equipment so lost, stolen or destroyed. Upon payment, Provider will use reasonable efforts to attempt to convey title to the lost, stolen or destroyed Equipment, but Motor Carrier acknowledges and agrees that: (i) Provider may not hold title to such Equipment and therefore cannot guarantee passage of title; and (ii) Motor Carrier will be responsible for all costs associated with such title transfer.

3. **Notification, Free-Time and Per Diem Charges.**

3.1. **Definitions.** "Free-Time" shall mean that period during which Motor Carrier is entitled to use of Equipment without incurring Per Diem charges. "Notification" shall mean telephone, facsimile or other electronic communication to Motor Carrier that Equipment is available for pick-up. Provider or the Facility Operator will provide only one Notification of availability.

3.2. **Free-Time.** Free-Time will commence upon the earlier of Notification or the time Motor Carrier takes possession of Equipment pursuant to an interchange.

3.2.1. **Load/Empty.** With respect to Equipment that is loaded when tendered to Motor Carrier and empty when returned by Motor Carrier, Free-Time will be 24 hours.

3.2.2. **Load/Load.** With respect to Equipment that is loaded when tendered to Motor Carrier and loaded when returned by Motor Carrier, Free-Time will be 36 hours.

3.2.3. **Empty/Load.** With respect to Equipment that is empty when tendered to Motor Carrier and loaded when returned by Motor Carrier, Free-Time will be 24 hours.

3.3. **Free-Time does not Toll.** Free Time is not extended for any weekend or holiday. Only one Free-Time period will be allowed for Equipment per interchange period.

3.4. **Per Diem Charges.** Per Diem charges will automatically commence upon the conclusion of allowable Free-Time without notice to Motor Carrier, will be charged in 24 hour increments, and will terminate when the Equipment is returned to the original point of interchange from which it was obtained by the Motor Carrier, or delivered to an alternate location as agreed by the Parties in accordance with Section E.1. of the Agreement. In any event, return will be evidenced by an Equipment Interchange Receipt. Per Diem charges will be assessed as follows:

Day	Charge (per day)
1	\$75
2-4	\$100
5+	\$150

4. **Additional Charges.**

4.1. **Empty to Empty.** If Motor Carrier picks up empty Equipment, the Equipment must be loaded upon return/delivery. If Motor Carrier violates this provision, Motor Carrier will be responsible for an additional charge of \$200 per occurrence.

4.2. **Crossover.** Motor Carrier will not transfer the Equipment from one rail carrier's network to another rail carrier's network unless the ramps of such carriers are located within the same commercial zone. Violation of this provision will result in an additional charge of \$200 per occurrence. In addition, if Motor Carrier allows transfer of Equipment between two rail carriers, regardless of the location of the ramps, Motor Carrier will provide the rail interchange documents to Provider or Motor Carrier will be responsible for an additional charge of \$100 per occurrence.

(Tiger Cool Express LLC Continued)

4.3. Condition of Equipment. Equipment provided by Provider is food-grade and intended for transportation of product to be used for human consumption. Motor Carrier will not transport any waste (including, but not limited to, solid, liquid, hazardous or municipal), garbage, refuse or any other commodity or cargo that would result in: (i) the Equipment being unfit, in Provider's reasonable discretion, for transportation of fresh produce intended for human consumption; or (ii) any such fresh produce being exposed to contamination or potentially contaminated. Without limiting the foregoing, Motor Carrier will not use the Equipment or allow use of the Equipment in any manner that would result in the condition, smell or appearance of the Equipment to be affected in such a way as to render it inappropriate for transportation of fresh produce intended for human consumption. Nothing in this section applies to contamination or odors prior to the interchange of the Equipment to the Motor Carrier.

5. Insurance Requirements. In addition to items covered in the UIIA, Section F.6., Provider additionally requires the following:

- 5.1. All insurance required in UIIA, Section F.6., and any accompanying addenda shall be maintained with an insurance company or companies having an A.M. Best Rating of not less than 'A-'.
- 5.2. Motor Carrier shall name Provider as an additional insured on the Commercial General Liability Insurance Policy required in UIIA, Section F.6.b.
- 5.3. Motor Carrier shall maintain Workers' Compensation Insurance in accordance with applicable law.
- 5.4. Motor Carrier shall maintain Employers' Liability Insurance with limits of not less than \$100,000 each accident, \$500,000 policy limit for disease, and \$100,000 each employee for disease.
- 5.5. Motor Carrier shall maintain Trailer Interchange Insurance in the amount of not less than \$65,000 per unit per occurrence to cover physical damage to chassis, containers, refrigerated containers and trailers while in its care, custody and control.
- 5.6. Motor Carrier shall maintain Cargo Insurance in an amount sufficient to cover the value of cargo being transported with a minimum limit of not less than \$100,000.
- 5.7. Motor Carriers that are self-insured and so recognized by the Department of Transportation or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of a copy of a letter from the U.S. Department of Transportation ("DOT") showing that the Motor Carrier is qualified to self-insure for commercial auto liability coverage in at least the amounts required by the Agreement and a letter on company letterhead whereby the Motor Carrier agrees that Provider will be deemed to be an additional insured with respect to such self-insured status.

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Effective: February 2, 2014

**TOTE MARITIME PUERTO RICO LLC
(Formerly Sea Star Line LLC)**

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This addendum will be applicable on equipment interchanged to Motor Carrier by TOTE Maritime Puerto Rico, LLC ("Provider") using the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") dated **February 8, 2016**, or as it may be periodically revised.

I. Refrigerated Equipment

- A. At the time of interchange of loaded refrigerated equipment, interior air of the equipment will be at the specified temperature. The mechanical unit shall be in a satisfactory operating condition and the genset fuel tank filled to capacity. Upon interchange of equipment to Motor Carrier, Motor Carrier will be responsible for maintaining the required regulated temperature control and monitoring and servicing equipment as required to insure that the proper temperature is maintained.
- B. Motor Carriers in possession of Refrigerated Equipment shall be responsible for fueling refrigeration power units with the proper fuel required as necessary.

II. Damage and Repairs to Equipment

- C. Equipment damaged while in Motor Carrier's possession, normal wear and tear exempted, will be repaired at Motor Carrier expense.
- D. If the Equipment is damaged while in custody of the Motor Carrier, and if repair cost would likely exceed \$200, Motor Carrier shall notify Provider immediately upon learning of the damage. If Motor Carrier causes repairs to be made by persons other than Provider, whether or not Provider has consented to such repairs, the repairs shall be made to Provider's reasonable satisfaction.
- E. In the event of significant damage to Equipment such that the damage is likely to constitute a "constructive total loss", Motor Carrier must obtain a written estimate of repair cost from a facility approved by Provider, at Motor Carrier's expense. After receipt of repair estimate, Provider will either;
 - 1. Consent to the repairs, in which case Motor Carrier shall cause them to be made at it's own expense, not to exceed the Actual Cash Value of the Equipment, or;
 - 2. Request return of the damaged Equipment, in which case Motor Carrier shall promptly return the damaged Equipment to Provider or its designated agent at Motor Carrier's expense. After damaged Equipment has been returned, Provider at it's option will either;
 - a) Repair or cause the repair of the Equipment for Motor Carrier's account in an amount not to exceed Actual Cash Value of the Equipment, or,
 - b) Treat the equipment as a "constructive total loss" and require the Motor Carrier to pay the Actual Cash Value, less salvage value as reasonably determined by Provider.
- D. Motor Carrier shall pay the amount invoiced by Provider for damages and repairs as covered in Section II, within thirty (30) days of receipt of Provider's invoice.

III. Lost, Stolen or Destroyed Equipment

- A. If interchanged Equipment is lost, stolen or destroyed while in Motor Carrier's custody, Motor Carrier shall notify Provider immediately upon learning of the loss, theft or destruction.
- B. For Equipment that is lost, stolen or destroyed while in Motor Carrier's custody, the Motor Carrier will be required to pay the Provider the Actual Cash Value as reasonably determined by Provider.
- C. Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no Providership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen or destroyed Equipment.
- D. Motor Carrier shall pay the amount invoiced by Provider for lost, stolen or destroyed Equipment as covered in Section III, within thirty (30) days of receipt of Provider's invoice.

IV. 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.

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(TOTE MARITIME PUERTO RICO CONTINUED)

- F. b. If Provider requests that damaged Equipment be returned to it rather than be repaired in accordance with Section II,
 - G. 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.

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

MISCELLANEOUS

Portable Generator (GENSET)	\$30.00
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V. Method of Dispute Resolution

Motor Carrier will advise Provider in writing of any disputed items on Provider's invoices within thirty (30) days of the receipt of such invoices. Provider will respond to such disputed items within thirty (30) days of receipt of Motor Carrier's notice of dispute. Provider will either provide verification for the charges as invoiced or credit Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of 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.

VI. Insurance

Motor Carrier shall maintain the insurance required in Section F.6 of the UIIA. In addition, Motor Carrier shall maintain cargo liability insurance with coverage of at least \$100,000 per occurrence and trailer interchange insurance covering loss or damage to Equipment after interchange to Motor Carrier with coverage of at least \$25,000 per occurrence. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist. All insurance described above shall provide the same coverage for any subhauliers with whom Motor Carrier contracts to perform services under this Agreement. Motor Carrier shall cause Provider to be endorsed or named as an additional insured on the general liability insurance and trailer interchange insurance required by the UIIA and this Addendum. Upon notice of cancellation of any insurance policy in which Provider is endorsed or named as an additional insured, Motor Carrier shall return all Equipment in Motor Carrier's custody to Provider before the effective date of the cancellation. Changes to the above insurance requirements shall be made, if at all, at the sole discretion of Provider. The above limits of insurance shall in no way be construed as Motor Carrier's maximum liability under this Agreement.

Motor Carrier that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form an appropriate authorizing order issued by the relative regulatory agency, and may be approved by Tote Maritime Puerto Rico on an individual basis.

EFFECTIVE: FEBRUARY 1, 2002
Revised: MARCH 27, 2016
Name Change: MARCH 27, 2016

TransAtlantic Lines LLC

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchange to Motor Carrier by TransAtlantic Lines LLC using the Uniform Intermodal Interchange and Facilities Access Agreement dated April 11, 2007, or as it may be revised from time to time.

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.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items on the Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 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 not properly invoiced. Such disputes do not constitute valid grounds for withholding or dallying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges which have been verified by the Provider are again rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the laws to compel payment of such charges.

III. DAMAGE AND REPAIRS

- A. In the event equipment is damaged after being received in interchange service by Motor Carrier, the Motor Carrier shall promptly repair the equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds \$ 250.00 the consent of the Provider must be obtained before the repairs are made. Where Provider ascertains that wrong repairs have been made by Motor Carrier, the Motor Carrier agrees to be responsible to Provide for the full cost of correcting such wrong repairs. In the event Motor Carrier fails to repair the damage the Provider will invoice the Motor Carrier the cost of the repairs it caused to be completed.

(TransAtlantic Lines Continued)

- B. In the event of repairs necessitated by defective equipment Motor Carrier shall make such repairs as may be necessary for the Provider's Account; however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed \$ 100.00. Motor Carrier shall absorb the costs of repairs necessitated by defective equipment when the costs are \$50.00 or less. Repairs necessitated by defective equipment that exceed \$50.00 will be billed to and borne by the Provider.
- C. In the event of a blowout and/or failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment, and such replacement reported to Provider showing size, ply, brand, and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (i) return the replacement tire and rim to the Motor Carrier, or (ii) reimburse the Motor Carrier for the reasonable value of the tire, rim and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time equipment is redelivered to Provider. In the event Motor Carrier fails to return blown out of unserviceable tire(s) and rim(s) or it is clear that the tire(s) weren't maintained or run flat, the Provider will invoice Motor Carrier for the value of the tire(s) and rim(s). Invoice amounts shall be \$ 125.00 for a tire and \$ 100.00 for a rim.

IV. REFRIGERATED EQUIPMENT

- A. Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Providers' requirements.
- B. Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this Agreement, contact the Provider for repair approval when the estimated repair cost will exceed \$ 250.00.
- C. Empty refrigerated equipment must be redelivered in clean condition or the Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning costs.

V. LOST, STOLEN, OR DESTROYED EQUIPMENT

- A. In the event equipment is lost, stolen, or destroyed while in possession or control of Motor Carrier, Motor Carrier will as soon as practicable notify Provider of the incident in writing, In any event Provider shall have the right to request that Motor Carrier redeliver equipment which the Provider has reasons to believe have been lost, stolen, or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier within 30 days of the request Provider shall treat the equipment as lost.
- B. Settlement for lost, stolen, or destroyed equipment shall be made within 30 days after Motor Carrier has been furnished provider's invoice showing the depreciated replacement value of the equipment.
- C. Equipment shall at all times remain the property of the Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen, or destroyed equipment UNLESS the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.
- D. Motor Carrier agrees to be responsible for Provider's use charges up to the date an invoice from the Provider has been mailed which covers equipment that has been lost, stolen, or destroyed. In no case will the Provider require more than 30 days to prepare an invoice once written notice has been received from the Motor Carrier.

VI. INSURANCE

- A. Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000 per occurrence.
- B. Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C. Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of \$ 20,000 for dry vans and \$ 30,000 for refrigerated equipment.
- D. Motor Carrier shall name Provider as an additional insured and loss payee thereof on its general liability insurance policy as Provider's interest may appear.
- E. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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EFFECTIVE: JULY 1, 2007
IIEC REVISION: JANUARY 18, 2008

TURKON CONTAINER TRANSPORTATION & SHIPPING, INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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

<u>EQUIPMENT TYPE</u>	<u>CHARGE</u>
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

* All Container rates include chassis charges

2. ADDITIONAL TERMS AND CONDITIONS

1. Exceptions:

- Where a two way (export/import or vice versa) loaded movement is involved the free time will be increased by two working days.
- 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).
- All equipment use rates are billed on a calendar day basis.
- Collection expenses incurred by Turkon Lines in collecting past due use charges shall be invoiced to the delinquent Motor Carrier.

3. Additional Insurance Requirements

- Trailer Interchange insurance in the amount of \$15,000 per unit.
- Motor Truck Cargo insurance in the amount of \$100,000 per vehicle.
- Motor Carriers that are self insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
- Provider cannot accept insurance coverages that are underwritten by a risk retention group.

4. Tires

In the event of a tire failure, the Motor Carrier shall make all repairs at Motor Carrier's expense. The replacement tire will be of equal size, type and quality. Motor Carrier must return the failed tire and obtain a receipt for same if reimbursement of expenses is to be considered. Invoice to Provider for reimbursement not to exceed \$250.00, must be submitted no later than 60 days following the return of equipment. Reimbursement will be approved based on upon reason for tire failure, as determined by Provider.

Note the 60 day billing timeframe under Section 4. Tires is reciprocal to both the Motor Carrier and the Provider.

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Effective: August 25, 1997

Revised: August 10, 2007

IIEC REVISION: JUNE 5, 2015

UNITED ARAB SHIPPING CO.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

- (A) PER DIEM. Per Diem will be assessed during the Interchange Period, after free time has expired.
- (B) FREE TIME – IMPORT AND EXPORT. Free Time will be defined as the day of Interchange plus first four additional working days. Only Saturday(s), Sunday(s) and Facility Operator holiday(s) which come on or before the last tariff free day will be considered as included within Free Time. Thereafter, full Per Diem will be assessed on a straight calendar day basis until the Equipment is properly returned to the Provider. For US Government handling (i.e. Customs – CBP, USDA, FDA, etc.) no additional Free Time will be granted.
- (C) CHARGE – IMPORT AND EXPORT PER DIEM
1. Dry Container WITHOUT chassis (Including 45' HC, non-operating refrigerated containers, open top, flat rack):
First five days after freetime: \$85.00 per day
Every calendar day thereafter: \$135.00 per day
 2. Refrigerated Container WITHOUT chassis:
Operating refrigerated Container without chassis or generator set (Genset):
First seven days after freetime: \$115.00 per day
Every calendar day thereafter: \$215.00 per day

Operating refrigerated Container without chassis with generator set (Genset):
First seven days after freetime: \$215.00 per day
Every calendar day thereafter: \$465.00 per day
 3. Dry Container WITH chassis (Including 45' HC, non-operating refrigerated containers, open top, flat rack).
First five days after freetime: \$130.00 per day
Every calendar day thereafter: \$180.00 per day
 4. Refrigerated Container WITH chassis:
Operating refrigerated Containers with chassis:
First seven days after freetime: \$160.00 per day
Every calendar day thereafter: \$260.00 per day

Operating refrigerated Container with chassis with generator set (Genset):
First seven days after freetime: \$260.00 per day
Every calendar day thereafter: \$510.00 per day
 5. Administrative charge of 10% of the invoice or \$25, whichever is higher, will be applied to unpaid, undisputed Per Diem invoices exceeding 120 days from the date on which Equipment was returned to the Provider by the Motor Carrier.
 6. Collection agency expenses incurred by United Arab in collecting unpaid, undisputed invoices shall be invoiced to the delinquent Motor Carrier.
- (D) GENERATOR SET (GENSET): For all refrigerated equipment that requires a generator set either clip-on or underslung, when furnished by the Provider, a charge of \$150 will apply.
- (E) FREE TIME - EQUIPMENT NOT USED. On Equipment that is picked up empty and returned empty (ie: dispatched for an export move and not used), no Free Time shall be granted and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum. The Motor Carrier will also be assessed a gate charge per Container which covers both the Interchange to Motor Carrier and return to Provider.
- (F) CHARGE - EQUIPMENT NOT USED
1. GATE CHARGES FOR EQUIPMENT NOT USED
Gate Charge for Marine Depots:
\$225.00 per container

Gate Charge for Non-Marine Depots:
\$125.00 per container
 2. Dry Containers (Including 45' HC, non-operating refrigerated containers, open top, flat rack):
\$85.00 per day

Operating refrigerated Container
\$115.00 per day
- (G) MISUSE CHARGES
1. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally agreed, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its original point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Fee of \$300.00, in addition to the above noted costs.

(United Arab Shipping Continued)

2. Motor Carrier may be assessed a misused charge at rates noted below for unauthorized usage of United Arab containers and chassis that is unrelated to a United Arab container movement or has not been authorized by United Arab in writing.

USD \$500 per 20' dry van

USD \$800 per 40' dry van or 40' high cube

USD \$2000 per 20' or 40' reefer

USD \$2000 per 20' or 40' special equipment

USD \$200 per day – per chassis equipped with underslung genset and not used for United Arab reefer booking or Bill of Lading

(H) LOST, STOLEN OR DESTROYED EQUIPMENT:

1. Motor Carrier must provide the Provider with written notification within two (2) chronological days of the date of loss, theft or destruction of equipment. Motor Carrier will immediately report the incident to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately with notification. Once written notification and incident report are received by Provider, the Per Diem charges will be stopped.
2. Once the Provider invoices the Motor Carrier for the depreciated replacement value for such Equipment, payment must be made within thirty (30) days. After thirty (30) days, if payment has not been made, Per Diem will resume retroactive to the date of notification by the Motor Carrier. In the event the equipment is found prior to receipt of due and accrued Per Diem, then charges shall resume back to the original Per Diem rate had no notification of lost, stolen or destroyed equipment been made.

(I) FREE TIME - TWO-WAY MOVEMENT. Whenever a two-way movement, also known as a re-use or street turn, occurs within the Interchange Period the Export Free Time will begin on the date the two-way movement was requested, provided the request for the two-way move is made within the first movement Free Time allowance in writing to streetturn.us@uasc.net with the second movement booking number clearly identified. Motor Carrier must receive written approval from Provider prior to the two-way movement otherwise additional free time will not be granted and a \$200.00 administrative charge assessed to Motor Carrier for import Equipment returned against export booking.

(J) INSURANCE

1. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
2. UASC will not accept insurance provided by Risk Retention Groups.
3. Motor Carrier must name United Arab Shipping additional insured on their general liability policy.
4. Motor Carrier must maintain trailer interchange/physical damage coverage in the amount of \$25,000.

US Lines LLC

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

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

Import/Export	Port	Container Type	Free Time	Time Frame	Rates	Remarks
Import	USA & Canada	Dry	5 working days	Thereafter	\$195.00	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		
	Canada	Chassis	2 calendar days	Thereafter	\$80.00	Applies to Carrier Haulage/Door Moves only.
Export	USA & Canada	Dry	5 working days	Thereafter	\$195.00	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		
	Canada	Chassis	2 calendar days	Thereafter	\$80.00	Applies to Carrier Haulage/Door Moves only.

C. INSURANCE

Motor Carrier Subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and the certificate of insurance shall specify the limits of the coverage. Such coverage may be written on an Actual Cash Value Basis, but in no event less than \$25,000 (Twenty-Five Thousand Dollars) per unit of Equipment other than Refrigerated and \$40,000 (Forty Thousand Dollars) per unit of Equipment for Refrigerated Equipment, or an amount that may otherwise be required by the providing carrier. Notwithstanding the language of this subparagraph, the Motor Carrier of equipment shall nevertheless be responsible for damage to interchanged equipment while in their care, custody and control.

Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriated authorizing order issued by the regulatory jurisdiction permitting such self-insurance. And, shall where appropriate comply with respect to policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.

Motor Carrier will maintain cargo insurance for an amount not less than \$100,000.00 per unit throughout the period the equipment is in the possession of the Motor Carrier.

Insurance as may be required under this paragraph must be written by an insurance company licensed to write insurance under appropriate Federal or State regulation.

D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by certified mail to US Lines LLC, 5701 Lake Wright Drive, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by US Lines LLC.

(US Lines Continued)

2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to US Lines LLC.
3. In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin, or other location that is no further away than the original delivery location.
4. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.

E. METHOD OF DISPUTE PROCESS

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department at 5701 Lake Wright Drive, Norfolk, VA 23502/ fax number (703)341-1385/ email: usa.detdembilling@usa.cma-cgm.com. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

F. MAINTENANCE AND REPAIR

1. In the event the Equipment, which is offered by the Provider for Interchange, shall require repairs before being interchanged, the Provider shall be responsible for the cost thereof, if acting as repair agent for the Provider, the Motor Carrier may cause the repairs to be made. If the apparent cost for the foregoing repairs exceeds \$50.00 the Motor Carrier, acting as repair agent, shall obtain the consent of the Provider before it causes the repairs to be made.
2. While in Motor Carrier's possession, ordinary maintenance and other service adjustments, reasonable wear and tear excepted, occasioned by ordinary use pursuant to this agreement will be:
 1. Absorbed by the Motor Carrier, to the extent of the first \$50.00 of cost
 2. Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00
 3. Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00
 4. Billed to Provider within ninety-(90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.

Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the Classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. When repairs are affected by the Motor Carrier, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
4. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.
5. Improper repairs: Where repairs or replacements fail to meet the requirement of sub-paragraph (4) herein, the Provider shall forthwith correct the failure and the cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty-(30) days from the date of notice and said instructions must state Motor Carriers agreement to accept collected freight charges, otherwise the material may be treated as scrap.
6. Invoices submitted by Provider for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee of \$25.00, on any invoice, irrespective of the invoice amount.

G. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five-(5) chronological days of the date of loss, theft or destruction of equipment. If Equipment is stolen, Motor Carrier will immediately report the theft to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately with notification. Once written notification and incident report are received by Provider, the per diem charges will be stopped.

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(US Lines Continued)

2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the cost thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
3. Payment shall be made within thirty-(30) days after the Motor Carrier has been furnished with a statement of the depreciated replacement value for the lost, stolen or destroyed Equipment.
4. Unless otherwise agreed between Provider and Motor Carrier, the Provider shall maintain Ownership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.
5. If Equipment is interchanged to Motor Carrier for more than ninety-(90) days and Motor Carrier is unable to account for the equipment's whereabouts, the Provider reserves the right to consider that the Equipment to be a Total Loss and to invoice the Motor Carrier accordingly.

H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges 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, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within-(90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

I. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Landing Gear
 - 1.1 Motor Carrier shall provide required maintenance service to Landing gear including minor repair and lubrication while in their possession.
2. Tarps and Cables
 - 2.1 The cost of reinstallation or the replacement of damaged tarplins during the period of interchange or upon notation of damage at time of interchange back to the Provider, will be the responsibility of the Motor Carrier.
3. Refrigeration and Heating
 - 3.1 At the time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity to fuel tank.
 - 3.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.
 - 3.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty-(20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
 - 3.4 Motor Carrier shall be responsible for further protecting the mechanical unit where temperature lower that the above minimum may occur while in its possession. In furnishing this protection, the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
 - 3.5 Fuel used to operate unit in either heat or refrigeration service shall comply with all requirements of the Provider or regulatory agency involved in the movement. Type and location of portable units shall be designated by Provider.
 - 3.6 Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.
 - 3.7 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.
 - 3.8 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.
 - 3.9 Notwithstanding any provisions of Section F.2 herein, the Provider shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.
 - 3.10 Prior to redelivery to the Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Provider may, in its sole discretion, refuse to accept its return, or cause the Equipment to be properly cleaned and invoice Motor Carrier the cost thereof.

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(US Lines Continued)

4. Tires and Tubes

Motor Carrier, at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.

In the event of a tire failure Motor Carrier shall make all repairs at Motor Carrier's own expense. The replacement tire will be of equal size, type and quality. Motor Carrier must return the failed tire and obtain a receipt if reimbursement of expenses is to be considered. Invoice to Provider for reimbursement, not to exceed \$200 USD, must be submitted no later than ninety-(90) days following the return of equipment. Reimbursement will be approved based upon reason for tire failure, as determined by Provider.

In the event Motor Carrier fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement or damages charges pursuant to Provider's most recent Tire Pro-Rata scheduled, a copy of which is Included below.

NOTE: "Blowout" will not be recognized as a specific reason for tire failure.

US LINES LLC

PROPOSED PRO RATA TIRE SCHEDULE

TYPE OF DAMAGE	MATERIAL
Cut Sidewall	\$ 45.00
Cut Sidewall Through Cord	\$135.00
Slid Flat (Usable)	\$ 45.00
Slid Flat (Tread Depth Below FHWA)	\$ 85.00
Flat, Patch	\$ 4.50
Flat, Tube replacement	\$ 15.00
Cap Off Holding Air	No charge
Cap Off No Air/Run Flat	\$135.00
Tread Chunked	\$ 85.00
Disposal Fee	No charge

J. TANKS

1. The Motor Carriers agrees, prior to returning empty tank Equipment to Provider, to clean interior, dome and discharge area of the Equipment, and cost thereof will be absorbed by the Motor Carrier. In the event the Equipment is not cleaned prior to return, the Provider may in its sole discretion refuse to accept return of the Equipment, or cause the Equipment to be cleaned and invoice to Motor Carrier the cost thereof.
2. Provider will accept tank Equipment from Motor Carrier provided the Equipment has been filled so as to comply with regulatory requirements.
3. Tanks shall be returned with all gauges, valves, hatch cover, etc. in good operating condition and there should be no evidence of leakage.

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EFFECTIVE: NOVEMBER 1, 2000

REVISED: JANUARY 4, 2016

(Changed company name to US Lines LLC 09/02/2009)

IIEC REVISION: FEBRUARY 20, 2015

VIRGINIA INTERNATIONAL TERMINALS/ VIRGINIA INLAND PORT

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The company referred to above as Provider and the Motor Carrier who are party to the Uniform Intermodal Interchange Agreement as may be amended from time to time, agree to be bound by the provisions of this Addendum.

1. TERMS AND CONDITIONS

- 1.2 Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
- 1.2 Motor Carrier will maintain cargo liability insurance with coverage of at least US\$100,000.00 per vehicle.
- 1.3 Motor Carrier shall have in effect trailer interchange insurance covering damages to interchanged equipment no less than \$25,000 per trailer.
- 1.4 Motor Carrier shall name Provider additional insured on general liability and trailer interchange insurance policies.
- 1.5 Motor Carriers shall have in effect workers compensation with statutory limits.

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WAN HAI LINES LTD.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following amendments apply to equipment interchange to Motor Carrier by Wan Hai Lines Ltd. using the Uniform Intermodal Interchange and Facilities Access Agreement dated September 15, 2000, or as it may be revised from time to time.

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.
- C.** 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.

Days 6 & thereafter

20' Dry, Flat Rack, Open Top, High Cube Container and/or Chassis	\$100.00/day
40' /45' Dry, Flat Rack, Open Top, High Cube Container and/or Chassis	\$100.00/day

Days 5 & thereafter

20', 40', 40'HC Refrigerated Container and/or chassis (genset)	\$120.00/day
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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.
- 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.

II. METHOD OF DISPUTE RESOLUTION

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 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 not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges which have been verified by the 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.

III. DAMAGE AND REPAIRS

- A.** In the event equipment is damaged after being received in interchange service by Motor Carrier, the Motor Carrier shall promptly repair the equipment using parts and materials similar to the original parts and materials. If the estimated cost of the repairs exceeds \$100.00 the consent of the Provider must be obtained before the repairs are made. Where Provider ascertains that wrong repairs have been made by Motor Carrier the Motor Carrier agrees to be responsible to Provider for the full cost of correcting such wrong repairs. In the event Motor Carrier fails to repair the damage the Provider will invoice the Motor Carrier the cost of the repairs it caused to be completed.

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(WAN HAI LINES LTD CONTINUED)

- B.** In the event of repairs necessitated by defective equipment Motor Carrier shall make such repairs as may be necessary for the Provider's account; however, the Motor Carrier shall secure written/facsimile approval from the Provider before making repairs where the estimated costs of the repairs will exceed \$100.00. Motor Carrier shall absorb the costs of repairs necessitated by defective equipment when the costs are \$100.00 or less, normal wear and tear excepted. Repairs necessitated by defective equipment that exceed \$100.00 will be billed to and borne by the Provider.
- C.** In the event of a blowout and/or failure of a tire and/or tube while equipment is in the custody of Motor Carrier, the replacement tire(s) shall be properly matched and of similar quality and value to those remaining on the equipment, and such replacement reported to Provider showing size, ply, brand and serial numbers of tire(s) removed and applied. If Motor Carrier returns the carcass of the original tire and its rim when the equipment is redelivered, and receives a receipt from the receiving facility for this returned carcass, Provider agrees to (i) return the replacement tire and rim to the Motor Carrier, or (ii) reimburse the Motor Carrier for the reasonable value of the tire, rim, and road service charges associated with the tire failure. Such replacements are subject to Provider's approval at the time equipment is redelivered to Provider. In the event Motor Carrier fails to return blown out or unserviceable tire(s) and rims(s) or it is clear that the tire(s) weren't maintained or run flat the Provider will invoice Motor Carrier for the value of the tire(s) and rim(s). Invoice amounts shall be \$60.00 for a tire and \$125.00 for a rim.

IV. REFRIGERATED EQUIPMENT

- A.** Fuel used to operate mechanical generator units used to power refrigerated equipment shall comply with the Provider's requirements.
- B.** Motor Carrier shall provide proper operational maintenance to either mechanical generator units and/or mechanical refrigeration units and will, unless Motor Carrier has specifically obtained a written exception to this Agreement, contact the Provider for repair approval when the estimated repair cost will exceed \$100.00.
- C.** Empty refrigerated equipment must be redelivered in a clean condition or the Provider shall cause it to be cleaned and invoice Motor Carrier the cleaning costs.

V. LOST, STOLEN OR DESTROYED EQUIPMENT

- A.** In the event equipment is lost, stolen, or destroyed while in possession or control of Motor Carrier, Motor Carrier will as soon as practicable notify Provider of the incident in writing and provide a copy of the Police Report.. In any event Provider shall have the right to request that Motor Carrier redeliver to it equipment which the Provider has reasons to believe has been lost, stolen, or destroyed. In the event Motor Carrier cannot redeliver the equipment or provide evidence of interchange to a rail carrier within 90 days of the request Provider shall treat the equipment as lost.
- B.** Settlement for lost, stolen, or destroyed equipment shall be made within 30 days after Motor Carrier has been furnished Provider's invoice.
- C.** Equipment shall at all times remain the property of Provider and Motor Carrier shall acquire no ownership rights or liens of any nature by virtue of having paid Provider's invoice for lost, stolen, or destroyed equipment **UNLESS** the Provider specifically, in writing, agrees to relinquish its property as part of an invoice settlement with Motor Carrier or its insurer.
- D.** Motor Carrier agrees to be responsible for Provider's use charges up to the date Motor Carrier advises Provider in writing that the equipment has been lost, stolen or destroyed. In no case will the Provider require more than 30 days to prepare an invoice once written notice has been received from the Motor Carrier.

VI. INSURANCE

- A.** Motor Carrier will maintain cargo liability insurance with coverage of at least \$100,000 per occurrence.
- B.** Additional insurance covering the carriage of hazardous substances or as required by the Department of Transportation or any other federal, state, or local government agency may be required and will be communicated to Motor Carrier when such requirements exist.
- C.** Motor Carrier shall have in effect insurance covering damage to interchanged equipment in the minimum of \$25,000 for dry vans and refrigerated equipment.
- D.** Motor Carrier shall name Provider as an additional insured and loss payee thereof on its general liability insurance policy as Provider's interest may appear.
- E.** Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate Regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

VI. ADDITIONAL TERMS

- A.** In the event Motor Carrier redelivers Equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Equipment to its point of origin, or other location that is no further away than the original delivery location.

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(Wan Hai Lines Continued)

- B.** Prior to returning equipment, Motor Carriers are required to receive equipment return instructions from Wan Hai Lines (America) Ltd. by going to us.wanhai.com: "Empty Container Return" link in the Services section. If the Motor Carrier does not have access to us.wanhai.com or requires further information, the return instructions may also be obtained by calling Wan Hai Lines (America) Ltd. Equipment group at 1-866-492-6424 ext. 2502. Should the return location for equipment change from the original point of interchange, Wan Hai Lines will notify the Motor Carrier in accordance with Section E.1. of the UIIA.

EFFECTIVE DATE: APRIL 15, 2003
REVISED: DECEMBER 20, 2015
IIEC REVISION: FEBRUARY 12, 2015

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XPO STACKTRAIN, LLC

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") is made and entered into by and between XPO Stacktrain, LLC., a Delaware limited liability company ("XPO Stacktrain") (formerly known as Pacer Stacktrain, LLC and successor by conversion of the Tennessee corporation Pacer Stacktrain, Inc.), and the undersigned motor carrier ("Motor Carrier") and establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by XPO Stacktrain.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Any term with initial capital letter(s) not specifically defined in this Addendum shall have the meaning given such term in the UIIA. XPO Stacktrain will be entitled to all rights and benefits of an Equipment Owner or Provider under the UIIA, and such terms when used in the UIIA shall mean and include XPO Stacktrain where appropriate. The "Agreement" means the UIIA as supplemented by this Addendum, as such documents may be in effect from time to time. If there is any difference of terms and conditions, or use of definitions, between this Addendum and the UIIA, this Addendum shall govern only to the extent that it clarifies the meaning or scope of such term or condition or use of such definition.
- 1.2 Incorporation of UIIA. This Addendum supplements the UIIA to provide specific terms and conditions concerning the Interchange of Stacktrain Equipment and Motor Carrier's use of such Equipment, and the UIIA is hereby incorporated by reference into this Addendum. Motor Carrier hereby certifies that it is a subscriber to the UIIA and will adhere to the terms and conditions of the Agreement. If Motor Carrier elects to terminate its participation in the UIIA or this Addendum, Motor Carrier will furnish written notice of such termination in accordance with the notice provisions of the UIIA.

2. TERMINATION

- 2.1 Termination. Either XPO Stacktrain or Motor Carrier may terminate this Addendum at any time, with or without cause, by giving the other party thirty (30) days prior written notice of termination. Either party may terminate this Addendum immediately upon written notice of termination to the other party if any legislation, order or rule of any public authority should be enacted making the performance of this Addendum unlawful for either party. XPO Stacktrain may also terminate this Addendum and/or suspend Motor Carrier's right to Interchange XPO Stacktrain Equipment at any time immediately for cause, upon notice as required under the UIIA, if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
- 2.2 Return of Equipment upon Termination. Motor Carrier must return any Equipment in its possession to XPO Stacktrain within seventy-two (72) hours following any termination of the Agreement. After termination or suspension of the Agreement, Motor Carrier may not use or Interchange any additional XPO Stacktrain Equipment.

3. INSURANCE

- 3.1 Additional Insurance. In addition to the insurance coverage required by Section F.6. of the UIIA, Motor Carrier shall maintain at all times during the term of this Addendum the following insurance coverage and shall provide IANA with evidence of such coverage:
 1. cargo liability insurance with coverage of at least \$100,000 per occurrence; and
 2. physical damage insurance covering damage to Interchanged Equipment in the minimum amount of \$25,000 for intermodal chassis/containers and \$40,000 for refrigerated Equipment.
- 3.2 Additional Insured/Loss Payee Status; Insurer's Rating. Motor Carrier shall name XPO Stacktrain as an additional insured on its commercial general liability and commercial automobile liability policies, and as a loss payee on its physical damage insurance policies, in each case as the interest of XPO Stacktrain may appear. All insurance required under Section F.6. of the UIIA and this Addendum shall be maintained with an insurance company with a Best rating of A- or better.

4. METHOD OF DISPUTE RESOLUTION

- 4.1 Invoice and Other Disputes. Motor Carrier shall advise XPO Stacktrain in writing of any disputed items on a XPO Stacktrain invoice within thirty (30) days of the receipt of such invoice. XPO Stacktrain 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. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges due under the Agreement. Upon notice to the Manager, Chassis/Container Repairs within thirty (30) days after the initial XPO Stacktrain determination, Motor Carrier may appeal such initial determination of any dispute. XPO Stacktrain will respond to such appeals within sixty (60) days from receipt of Motor Carrier's invoice dispute notice. Any dispute that cannot be resolved by the parties, including any invoice dispute continuing after XPO Stacktrain's response, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or shall be settled by any mandatory dispute resolution process required under the UIIA. XPO Stacktrain reserves all rights and remedies under the Agreement, applicable law or other sources to compel payment of amounts due from Motor Carrier.
- 4.2 Suspension or Termination of Interchange Privileges. If Motor Carrier fails to pay any invoices due hereunder within the due date for payment, XPO Stacktrain may, in addition to its rights under Sections 0 or 0, suspend or deny Motor Carrier's right to Interchange any XPO Stacktrain Equipment, with notice as required by the UIIA, until payment of outstanding amounts are received. If XPO Stacktrain does not receive payment of the outstanding amounts within thirty (30) days after such suspension, XPO Stacktrain may elect to terminate Motor Carrier's right to Interchange XPO Stacktrain Equipment. Such termination will continue until XPO Stacktrain has received the amounts due hereunder and

until XPO Stacktrain and/or IANA notifies Motor Carrier that its Interchange rights have been reinstated. If Motor Carrier's Interchange rights are reinstated after termination, XPO Stacktrain reserves the right to assess a \$150 reinstatement fee against Motor Carrier.

5. INTERCHANGE OF EQUIPMENT AND CONDITION UPON RETURN

- 5.1 EIR Reports and Inspection. In connection with the pre-trip inspection that Motor Carrier must conduct under the UIIA, Motor Carrier must ensure that the EIR is completed at the time any XPO Stacktrain Equipment leaves a facility (i.e. upon Interchange to Motor Carrier). Similarly, Motor Carrier must ensure that an EIR and the driver vehicle inspection report required under federal regulation is completed at the time any XPO Stacktrain Equipment is returned to a facility (i.e., upon Interchange back to Provider). Motor Carrier will report to XPO Stacktrain any Equipment that does not pass the pre-trip inspection that Motor Carrier must conduct under the UIIA. Bad order Equipment may be reported to a maintenance and repair ("M&R") representative at his or her number listed in Schedule 1 or to XPO Stacktrain Customer Support at 1-800-876-7281. Motor Carrier will contact an M&R representative at one of the numbers listed on Schedule 1 if the terminal or container yard personnel are refusing to note accurately or completely the condition of the Equipment on the EIR. If Motor Carrier's driver has a request for a repair of an item that is denied at the terminal or yard, the XPO Stacktrain M&R provider at such terminal or yard will provide signed documentation of the request, its denial and the reason for the denial, and Motor Carrier will not be responsible for any subsequent failure of this item. If the Equipment is missing license plates and/or registrations, Motor Carrier should obtain a replacement by contacting the XPO Stacktrain Equipment Planning and Control Department at the number listed in Schedule 1 during normal business hours. Motor Carrier should obtain replacements before out-gate.
- 5.2 Reliance on EIR Information. The dates, times and information shown on the EIR may be used for, among other matters, determining free time, assessing Equipment use charges, verifying damage to Equipment and assessing the condition of the XPO Stacktrain Equipment with respect to freight claims.
- 5.3 Responsibility for Owner Operators. Motor Carrier will be responsible to XPO Stacktrain for the performance of the obligations in the Agreement and shall accept responsibility for all owner operators and their leased power units as if they were Motor Carrier's own employees and vehicles.
- 5.4 Direct Interchanges. A direct Interchange occurs when possession and control of XPO Stacktrain Equipment is transferred directly from one motor carrier to another motor carrier without the return of the Equipment to a rail terminal or container yard or when, after completion of a move for a particular customer, Motor Carrier performs a new move for a different customer using the same unit of Equipment. Direct Interchanges are intended to allow for more efficient Equipment flow than would occur if Equipment were required to be returned to the location at which it was received after each movement. XPO Stacktrain has implemented a web-based Equipment management system that allows online input and tracking of direct Interchanges. If Motor Carrier fails to record the direct Interchange of Equipment from it to another motor carrier as permitted by separate bi-lateral agreement, the Equipment will remain Interchanged to Motor Carrier under the UIIA, and Motor Carrier may be held responsible for per diem charges, M&R expense, Equipment loss or damage and similar events that occurred while the Equipment was in actual possession of another motor carrier. Motor Carrier will not directly interchange the Equipment to a motor carrier that is not a signatory to the UIIA.
- 5.5 Equipment Condition Upon Return. If the Equipment is not returned in the condition described in Section D.3.d of the UIIA, XPO Stacktrain may assess the full actual cost of any dunnage removal, repairs, rehabilitation or cleaning, subject to a minimum charge per unit of Equipment of \$75 for dunnage removal.

6. EQUIPMENT MISUSE AND RELATED CHARGES

- 6.1 Cross-over Charge. A "cross-over" occurs when XPO Stacktrain Equipment is returned to a XPO 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 XPO Stacktrain and Motor Carrier before the Equipment is returned. Motor Carrier will return XPO Stacktrain Equipment to the same location from which it was taken or to a turn-in location mutually agreed to by XPO Stacktrain and Motor Carrier before the Equipment is returned. If an Equipment cross-over occurs, XPO 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.
- 6.2 Adverse Movement Charge. An "adverse movement" occurs when XPO Stacktrain Equipment is not routed on the XPO Stacktrain network, is used to transport shipments not authorized by XPO Stacktrain, or is otherwise routed or used adverse to XPO Stacktrain, regardless of the mode of transportation. Unauthorized usage of XPO Stacktrain Equipment for local intrastate or interstate commerce that is unrelated to an immediate movement via XPO Stacktrain in intermodal service is considered an adverse movement. Moving XPO Stacktrain Equipment to Alaska is considered an adverse movement. Motor Carrier will not engage in adverse movements of XPO Stacktrain Equipment. If Equipment is involved in an adverse movement, XPO 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 XPO 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.
- 6.3 Abandonment Charge. An abandonment occurs when XPO Stacktrain Equipment is returned to or left at a location that is not on the XPO Stacktrain network, without prior written approval of XPO Stacktrain. Motor Carrier will not abandon XPO Stacktrain Equipment. If its Equipment is abandoned, XPO 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 XPO 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 XPO 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.

6.4 Prohibited Commodities. Motor Carrier is expressly prohibited from knowingly using any XPO Stacktrain Equipment in moving any hazardous wastes, municipal or solid wastes or other commodity that is defined as a Prohibited Commodity under the Rules and Procedures section of the XPO Stacktrain Information Directory, revision date May 1, 2015, which is available at www.xpo.com. Any Motor Carrier that knowingly transports such commodities in the Equipment will be responsible for either returning the Equipment in a condition satisfactory to XPO Stacktrain or paying the depreciated replacement value of such Equipment (calculated as provided in Section 0).

7. EQUIPMENT DAMAGE OR LOSS DURING INTERCHANGE

7.1 Equipment Damage While in Motor Carrier's Possession. Motor Carrier will immediately notify XPO Stacktrain if any XPO Stacktrain Equipment becomes damaged while in the possession and control of Motor Carrier. Damaged Equipment must be repaired to XPO Stacktrain repair standards using parts and materials substantially similar to the original parts and materials. If the estimated cost of the repairs exceeds \$50, prior written approval of XPO Stacktrain must be obtained before the repairs are made.

7.2 Wrong Repairs. Where XPO Stacktrain ascertains that wrong or unacceptable repairs have been made to Equipment during Motor Carrier's possession, XPO Stacktrain is entitled to receive the full cost of correcting the wrong or unacceptable repairs. If Motor Carrier does not cause the wrong or unacceptable repairs to be promptly corrected, XPO Stacktrain is entitled to receive the cost of repairs it causes to be completed.

7.3 Availability of Road Service Repairs. XPO Stacktrain provides owner-related repairs to XPO Stacktrain Equipment as required under the UIIA, but after the Equipment has been Interchanged to Motor Carrier, such repairs shall be performed subject to the terms and conditions of XPO Stacktrain's road service policy and the repairs must be handled in accordance with Schedule 1.

7.4 Rules Regarding Equipment Damage After Unloading

1. Damage Discovered After Unloading. If a loaded container or chassis is discovered to have damage after unloading that was not visible to the driver at the time of out-gate (i.e., damage to roofs, floors) or the container or chassis has a temporary or improper repair that would make it unsuitable for re-loading, Motor Carrier may either return that container or chassis to a facility authorized by XPO Stacktrain or arrange and pay for any necessary repairs, after obtaining XPO Stacktrain's prior authorization if the repairs will exceed \$50.

2. Alternate Containers; M&R Cooperation. If the container must be returned for repair, XPO Stacktrain will endeavor, upon request, to provide an alternate container for reloading. If the container is needed for reloading and the container's location is more than 50 miles from an XPO Stacktrain facility, the XPO Stacktrain M&R representative is authorized to work with Motor Carrier to find a mutually acceptable means of obtaining out-gate repairs for this container. This will require a call directly to the appropriate XPO Stacktrain M&R representative. Contact information for XPO Stacktrain M&R representatives are listed in Schedule 1.

7.5 Lost or Destroyed Equipment. Motor Carrier will notify the XPO Stacktrain Equipment Control and Planning Department at the contact number in Schedule 1 in writing as soon as practicable (but no later than two (2) business days) if XPO Stacktrain Equipment is lost, stolen or destroyed while in the possession or control of Motor Carrier. If stolen, Motor Carrier will report the theft to local law enforcement authorities having jurisdiction and shall obtain a copy of the enforcement authority's incident report. After Motor Carrier has received the enforcement authority's incident report, Motor Carrier will furnish a copy of the incident report to XPO Stacktrain immediately upon request. At any time, XPO Stacktrain shall have the right to request that Motor Carrier redeliver to it any Equipment which XPO Stacktrain has reason to believe has been lost, stolen, or destroyed while Interchanged to Motor Carrier. If Motor Carrier cannot redeliver the Equipment or provide evidence of Interchange to a rail carrier within ten (10) days of the request, XPO Stacktrain shall treat the Equipment as lost. XPO Stacktrain shall be entitled to receive the depreciated replacement value of any lost, stolen or destroyed Equipment. The depreciated replacement value will be based on the actual original purchase price for the Equipment and relevant depreciation schedules of XPO Stacktrain or the Equipment Owner. . Per diem use charges will continue to accrue up to the date that the settlement amount for the Equipment's depreciated replacement value has been received by XPO Stacktrain. XPO Stacktrain will provide the invoice for the depreciated replacement value and any Equipment per diem use charges within thirty (30) days after it receives written notice from Motor Carrier of the Equipment's loss, theft or destruction. Payment shall be due within thirty (30) days of the XPO Stacktrain invoice for the depreciated replacement value. Equipment shall at all times remain the property of XPO Stacktrain despite receiving payment of the depreciated replacement value unless XPO Stacktrain specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the depreciated replacement value.

7.6 Maximum Use Period. The maximum period for Motor Carrier to use XPO Stacktrain Equipment is ninety (90) days unless XPO Stacktrain has specifically agreed to a longer use period in writing. The period of Interchange shall commence when Motor Carrier is notified that the Equipment is available (or if notification data is not available, when the Equipment is outgated) and shall terminate when the Equipment is returned to the location from which it was taken or other mutually agreed-to location. If the Equipment is not returned within ninety (90) days of the commencement of the period of use (or such longer time specifically permitted by XPO Stacktrain in writing), the Equipment shall be considered lost and the depreciated replacement value of the Equipment will be due and payable and other provisions of Section 0 shall apply. XPO Stacktrain may waive these provisions in writing if Motor Carrier provides evidence of the actual location of the Equipment or meets other conditions established by XPO Stacktrain in its discretion.

7.7 Notifications to XPO Stacktrain. Accidents and related occurrences involving injury or Equipment damage must be notified to XPO Stacktrain as soon as possible and no later than 24 hours. Contact information for the Equipment Planning and Control Department is listed in Schedule 1.

8. FREE TIME AND EQUIPMENT PER DIEM CHARGES. Unless otherwise agreed to in writing by XPO Stacktrain, the following sets forth the free time periods available for use and per diem charges of XPO Stacktrain Equipment

53' Equipment (Big Box)

EMPTY to LOAD (day of outgate plus 1 day)	Day of Outgate	Last Free Day
	Monday	Tuesday
	Tuesday	Wednesday
	Wednesday	Thursday

	Thursday Friday Saturday Sunday	Friday Saturday Sunday Monday
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LOAD to EMPTY (day of notify)	Day of Notify Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Last Free Day Monday Tuesday Wednesday Thursday Friday Saturday Sunday
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LOAD to LOAD (day of notify plus 2 days)	Day of Notify Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Last Free Day Wednesday Thursday Friday Saturday Sunday Monday Tuesday
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CHARGES (day = 0001 hrs thru 2400)	Day 1 – 10 Day 11 -20 Day 21 +	\$20 each \$50 each \$100 each
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LOADS	Usage begins with rail Notification. Notifications that occur on a Holiday will be effective on the following day.	
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EMPTYIES	Usage begins at the time of out-gate of the empty equipment	
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20'/40'/45' Equipment (Small Box)

EMPTY to LOAD (day of out-gate plus 4 days)	Day of Out-Gate Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Last Free Day Friday Monday Tuesday Wednesday Thursday Thursday Thursday
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LOAD to EMPTY (day of out-gate plus 4 days)	Day of Out-Gate Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Last Free Day Friday Monday Tuesday Wednesday Thursday Thursday Thursday
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LOAD to LOAD (day of out-gate plus 4 days)	Day of Out-Gate Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Last Free day Friday Monday Tuesday Wednesday Thursday Thursday Thursday
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CHARGES	Free time allowed: Day of outgate plus 4 days. \$30 per day after "Free Time" expires (no escalation) Weekends and Holidays as noted below are excluded.	
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LOADS	Usage begins with rail Notification. Notifications which occur on holiday will be effective on the following day	
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EMPTYIES	Usage begins at the time of out-gate of the empty equipment	
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SCHEDULE 1

ROAD SERVICE REPAIR POLICY

Road Service Repair Policy

If XPO Stacktrain Equipment requires road service for tire, mechanical or other repairs, Motor Carrier or its driver must contact the XPO road service hotline (the "Road Service Provider") at 1-877-227-6240 or M&R@xpo.com, 24 hours per day 7 days per week.

XPO Stacktrain will not be responsible for any tire or mechanical repairs or replacements that are not approved through the XPO road service hotline. Used tires and non-intermodal tires are not an acceptable replacement on XPO Stacktrain Equipment. Motor Carrier must pay XPO Stacktrain for the replacement of the tire applied by Motor Carrier (notwithstanding that such tire repair or replacement may have been approved in writing in advance by a XPO Stacktrain authorized M&R representative) if it is subsequently determined that such tire does not meet FHWA standards or is a used tire or a non-intermodal tire.

Information Required for Road Service. When contacting XPO Stacktrain for road service, the following information will be requested:

- Driver Name
- Tractor #
- Company Name
- Terminal City
- Company phone #
- Cellular phone number to driver if applicable
- Chassis and container #
- Breakdown city and state
- Exact breakdown location (i.e. business name and address or Interstate and exit number)
- Repair required
- Position to be worked on
- Apparent Cause
- If Tire,
 - Defect (Flat, Peeled cap)
 - Position on unit (RFI, RFO)
 - Tire Size
 - Rim Type

Allocation of Fees for Shared Repairs. If XPO Stacktrain and Motor Carrier are both responsible for some portion of the repairs on the call, the road service dispatch fee and service call will be split between XPO Stacktrain and Motor Carrier. Each party will pay for those repairs for which it is responsible directly to the road service provider dispatched by XPO Stacktrain.

Motor Carrier's Responsibility for Dry Run Charges. If XPO Stacktrain or its road service provider calls a repairman to the site at the request of Motor Carrier and Motor Carrier subsequently dismisses the such repairman in order to use a different tire supplier, Motor Carrier will be responsible for XPO Stacktrain's road service provider's full service charge for the dry-run.

XPO Stacktrain M&R Representatives

Name	Title	Phone	E-mail
Jeremy Worley	M&R Manager-USA and Canada	904-251-6033	jeremy.worley@xpo.com
Katharina Beam	M&R System Auditor	904-251-6081	katharina.beam.@xpo.com
Jose Uribe	M&R Supervisor Mexico	210-995-8304	jose.uribe@xpo.com

XPO Stacktrain Equipment Planning and Control Department

Bobby Fannin
Office: 614-766-6120
Bobby.fannin@xpo.com

Don Powers
Office: 614-356-1341 Cell: 614-230-5466
Email: Don.Powers@xpo.com

Regional Service Center
North and South Regional Service Center 866 784 9469
West Regional Service Center 888 570-6021

EFFECTIVE DATE: October 1, 1999

REVISION EFFECTIVE: August 27, 2015

YANGMING MARINE TRANSPORT (YANG MING AMERICA CORPORATION)

* * * * *

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

I. MAINTENANCE AND REPAIR

1. In the event the Equipment which is offered by the Provider for Interchange shall require repairs before being Interchanged, the Provider shall be responsible for the cost thereof and the Motor Carrier may cause the repairs to be made. If the apparent cost for the forgoing repairs exceeds \$50.00, the consent of the Provider shall be obtained by the Motor Carrier before it causes the repairs to be made.
2. In the event Interchanged Equipment is damaged after being received by Motor Carrier, the Motor Carrier shall, to the satisfaction of the Provider, repair and restore the same, at its own cost and expense, to the same condition as when delivered, ordinary Wear and Tear excepted. For the purposes of this subparagraph, damage shall include but is not limited to repairs or maintenance necessitated by improper use or abuse of the Equipment. In the event Motor Carrier does not repair said Equipment, Provider will cause the repair to be performed and Motor Carrier shall promptly pay Provider for the repairs upon receipt of Provider's invoice.
3. With the exception of reasonable Wear and Tear, ordinary maintenance and other service adjustments occasioned by ordinary use pursuant to this Agreement will be:
 - (a) Absorbed by the Motor Carrier, to the extent of the first \$50.00 of cost.
 - (b) Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00.
 - (c) Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00.
 - (d) Billed to Provider pursuant to subparagraphs (b) and (c) within ninety (90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.
4. When the Motor Carrier effects repairs, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
5. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs are subject to Provider's approval.
6. Improper repairs:

Where repairs or replacements fail to meet the requirement of subparagraph (5) herein, the Provider shall forthwith correct the failure and advise Motor Carrier of such action within thirty (30) days of Interchange. The cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty (30) days from the date of notice and said instructions must state Motor Carrier's agreement to accept collect freight charges, otherwise the materials may be treated as scrap.
7. Invoices submitted by Provider for repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within Thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee on any invoice not paid within thirty (30) days of the date of invoice.
8. Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

II. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five (5) chronological days of the date of such loss. If Equipment is stolen, Motor Carrier will immediately report the theft to the FBI or local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately after notification. Once written notification is received by Provider, the per diem charges will be stopped.
2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the costs thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
3. Payment shall be made within thirty (30) days after the Motor Carrier has been furnished with a statement of the value for the lost, stolen or destroyed Equipment.
4. Unless otherwise agreed between Provider and Motor Carrier, the Provider shall maintain Providership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.

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(YANGMING MARINE TRANSPORT CONTINUED)

III. INSURANCE

1. Motor Carrier shall have in effect at the time this Agreement is signed and shall maintain for the full term of this Agreement, at its own expense, the insurance coverage required under Section F.6. of the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) plus the following coverage's:
 - (i) Insurance in an amount of not less than \$20,000.00 per unit, against Equipment loss or damage, theft, collision and such other risks of loss or damage.
 - (ii) Insurance in an amount of not less than \$50,000.00 per container against loss or damage to the cargo.
 - (iii) Liability insurance in the amount of not less than \$5,000,000 covering the carriage of hazardous substances, as defined in 49 CFR or other applicable regulations. Proof of such coverage is only required where and when Motor Carrier has actually been engaged to carry the cargoes described in this paragraph. Motor Carrier not carrying such cargoes need not provide proof of such coverage.
 - (iv) Each of the foregoing insurance policies shall provide for a deductible not greater than \$1,000.00.
 - (v) Motor Carrier shall name Provider additional insured on general liability and trailer interchange insurance policies.
2. The insurance obtained in accordance with this Agreement shall name Provider as a co-insured thereof, as Provider's interests may appear, and shall contain a clause requiring Insurer to give Provider, and the IANA, at least thirty (30) days prior written notice of any alteration in terms of such policy or cancellation thereof, unless cancellation is a result of non-payment of premium in which ten (10) days advance notice of cancellation is required.
3. Provider retains the right, in its sole discretion, to terminate this agreement for any failure to maintain insurance coverage as provided, for any alteration in the terms of such insurance coverage and/or for any failure to timely notify Provider of any alteration or cancellation of any insurance policy.
4. Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

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)
3. When repairs to Equipment are to be made, pursuant to Section I of this Addendum, Motor Carrier agrees to pay Provider per diem charges as shown above, in section IV of this Addendum, 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, that the Motor Carrier pay the costs of the damage or the remaining usable life as reflected on the Equipment Provider's or Provider's books as specified in Section E.2. and E.3. of the UIIA, if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within 90 days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.
4. 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.
 - 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.

(YANGMING MARINE TRANSPORT CONTINUED)

V. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Tires and Tubes
 - 1.1 Motor Carrier, at his expense, shall provide good maintenance to tires and tubes including proper inflation, repair of flat tires, pulled valve stems, etc.
 - 1.2 In the event of a tire failure while equipment is in the care, custody and/or control of Motor Carrier, Motor Carrier shall make all repairs at Motor Carrier's expense. The replacement tire will be of equal size, type and quality. Motor Carrier must return the failed tire and obtain a receipt if reimbursement of expenses is to be considered. Invoice to Provider for reimbursement, not to exceed \$150.00 U.S.D. must be submitted no later than 90 days following the return of equipment. Reimbursement will be approved based upon reason for tire failure, as determined by Provider.
 - 1.3 In the event Motor Carriers fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement at \$150.00 per tire.

NOTE: "Blow-out" will not be recognized as a specific reason for tire failure.

2. Landing Gear
 - 2.1 Motor Carrier shall be responsible to ensure that landing legs are properly secured to Equipment and in suitable condition to properly support load.
 - 2.2 Motor Carrier shall provide required maintenance service to landing gear including minor repair and lubrication.
3. Refrigeration and Heating
 - 3.1 At time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity of fuel tank.
 - 3.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.
 - 3.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty (20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
 - 3.4 Motor Carrier shall be responsible for further protecting the mechanical unit where temperature lower than the above minimum may occur while in its possession. In furnishing this protection, the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
 - 3.5 Fuel used to operate unit in either or refrigeration service shall comply with all requirements of the carriers or regulatory agencies involved in the movement. Type and location of portable units shall be designated by Provider.
 - 3.6 Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.
 - 3.7 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was Interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.
 - 3.8 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved in the movement.
 - 3.9 Notwithstanding any provisions of Section 1,2 herein, the Provider shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.
 - 3.10 Prior to redelivery to the Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Provider may, in its sole discretion, refuse to accept its return, or cause the Equipment to be properly cleaned and invoice Motor Carrier the cost thereof.

VI. TANKS

1. The Motor Carrier agrees, prior to returning empty tank Equipment to Provider, to clean interior, dome and discharge area of the Equipment, and cost thereof will be absorbed by the Motor Carrier. In the event Equipment is not cleaned prior to return, the Provider may in its sole discretion refuse to accept return of the Equipment, or cause the Equipment to be cleaned and invoice the Motor Carrier the cost thereof.

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(YANGMING MARINE TRANSPORT CONTINUED)

2. Provider will accept tank Equipment from Motor Carrier provided the Equipment has been filled so as to comply with regulatory requirements.
3. Tanks shall be returned with all gauges, valves, hatch cover, etc. in good operating condition and there should be no evidence of leakage.

VII. CHASSIS

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.

VIII. OTHER CHARGES

1. In the event Motor Carrier redelivers equipment to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said equipment to its point of origin, or other location that is no further away than the original delivery location.
2. Where the Equipment consists of a dry container (not reefer) 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 Provider via 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 Provider's approval, the start date for export use will begin and Motor Carrier will be allowed four 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 use charges, as described in EXHIBIT A.

EXHIBIT A

TABLE OF CHARGES

Detention on Equipment for ALL services, including TransPacific, Trans-Atlantic, & South America:

<u>Container Type</u>	<u>Free Time</u>	<u>Detention Charges per Day</u>
Dry Container w/o Provider Chassis	4 working days	@\$95.00
Dry Container w/ Provider Chassis	4 working days	@\$120.00
Flat Rack/Open Top w/o Provider Chassis	3 working days	@\$180.00
Flat Rack/Open Top w/Provider Chassis	3 working days	@\$205.00
Temperature Controlled Container	3 working days	@\$300.00

Use of Triaxle at request of Cargo for All Services:

<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

Note 1: Above mentioned free time all starts from day of interchange.

Note 2: After free day expires, daily per diem charge accumulates on CALENDAR DAY basis.

Note 3: Non-operated reefer (reefer dry) is also applied to the detention charges above for Temperature Controlled Container instead of Dry Container.

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.

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Yang Ming Marine Transport continued –

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 \$25.00 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.

EFFECTIVE: JUNE 30, 1996

REVISED: JANUARY 11, 2016

IIEC REVISION: FEBRUARY 20, 2015

Zim American Integrated Shipping Services Co., LLC.

Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

1. PREAMBLE:

The following Amendment shall apply to the Uniform Intermodal Interchange and Facilities Access Agreement (hereinafter "Agreement") entered into by Zim American Integrated Shipping Services Co., LLC., as agents for Zim Integrated Shipping Services, Ltd. (hereinafter "Zim"), dated October 22, 2004, or as it may be revised from time to time.

2. MOTOR CARRIER RESPONSIBILITY AND LIABILITY:

- A. At the time of Interchange, the Motor Carrier shall thoroughly and accurately inspect the entire equipment and all of its component parts, including but not limited to wheels, tiers, brakes, lights, and where applicable for containers, their doors, roofs, sides, seals, and locking mechanisms. Any and all defects are to be noted by the Motor Carrier on the Trailer Interchange Receipt (hereinafter "TIR").
- B. In respect to refrigerated containers, at the time of interchange, the Motor Carrier shall also check to make sure that refrigerated equipment is operating properly, fuel tanks are sufficiently filled, temperature recording devices are operating, and the unit is set and operating at the temperature required by the shipper. Any and all defects or improper operation are to be noted on the TIR.
- C. In the absence of instructions from Zim or its agents, the Motor Carrier shall be responsible for promptly and expeditiously returning of all equipment to Zim immediately following the unloading of cargo from the interchanged equipment. Motor Carrier shall inspect the equipment at the time of interchange with the Equipment Provider so as to confirm the apparent cleanliness and dryness of the unit.
- D. The Motor Carrier shall be responsible for cleaning and decontaminating equipment after it is interchanged, and after cargo is unloaded from the equipment. With respect to cargos of unpackaged perishable commodities, the Motor Carrier shall also be responsible for steam cleaning container equipment. In the event that the equipment is not properly and adequately cleaned and decontaminated, the Motor Carrier shall be responsible for the full cost of such procedure by Zim or its agent.
- E. The Motor Carrier may not transfer possession of the interchanged equipment to any other carrier without the express written authorization of Zim or its agent, and in any event, the Motor Carrier shall always remain primarily responsible for all provisions in the Agreement and this Addendum, including any penalties or charges which may accrue on the equipment.

3. REPAIRS AND MAINTENANCE

- A. In the event that the equipment is damaged or should require repair after interchange, the Motor Carrier shall repair and restore the equipment to the condition in which it was received. If the cost of repair exceeds \$25.00, the consent of Zim shall first be obtained by the Motor Carrier before repairs are made. All such repairs are to be completed in accordance with Zim's instructions and specifications, and must be clearly noted on the TIR.
- B. In the event of damage to equipment caused by an accident, the Motor Carrier must provide Zim with all details concerning the accident, including any police, insurance or other reports.
- C. In the event that the Motor Carrier makes any repairs, maintenance, or alterations to the equipment after interchange, the materials or parts applied to the equipment must be of similar or better quality, safety, and type as the material or parts replaced. The Motor Carrier will be responsible for improper, inadequate or wrong repairs or maintenance to the interchanged equipment.
- D. With the exception of reasonable wear and tear, ordinary maintenance and other service adjustments occasioned by ordinary use after interchange will be :
 - 1. Absorbed by the Motor Carrier when the cost does not exceed \$50.00.
 - 2. Billed to and borne by Zim when the cost exceeds \$50.00, providing the Motor Carrier obtained prior approval from Zim,
 - 3. Billed to Zim within 90 days from the date when repairs were completed, unless otherwise agreed. Billing must include owner alpha marks, equipment number, chassis number, date and location where repaired, and all details concerning items of repairs. The 90 day billing timeframe for over-the-road repairs that occur during the Interchange Period is reciprocal to both the Motor Carrier and the Provider.
 - 4. Unless otherwise provided, materials used in making repairs shall be charged for at current market prices, which shall be the invoice price plus commercial freight. However, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor must be used.
 - 5. When repairs are made by the Motor Carrier, labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.

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(Zim Addendum Continued)

4. LOST, DAMAGED OR STOLEN EQUIPMENT:

- A. In the event equipment is lost, stolen, destroyed or irreparably damaged while in the possession or control of the Motor Carrier, the Motor Carrier shall notify Zim as soon as practicable of the incident in writing, and shall provide to Zim all police reports, insurance reports and any other materials or documents reflecting on the incident.
- B. In any event, Zim shall have the right to demand that the Motor Carrier return the equipment which Zim has reason to believe was lost stolen or destroyed. If the Motor Carrier fails to return the equipment within 20 days of the demand, Zim shall treat the equipment as lost while in the custody of the Motor Carrier.
- C. The title to and right of possession of any equipment lost, stolen destroyed or irreparably damaged shall always remain with Zim, unless Zim chooses to relinquish such title and right of possession, in writing, at Zim's sole discretion.
- D. Settlement for lost, stolen or irreparably damaged equipment shall be made within 30 days after Motor Carrier has been furnished with a written claim by Zim.
- E. The Motor Carrier agrees to be responsible for Zim's use charges up to the date of written claim are received from Zim.

5. REFRIGERATED AND HEATED CONTAINER EQUIPMENT:

- A. At the time of interchange, a vehicle equipped with mechanical refrigeration unit shall have the type of fuel required to drive the unit and capacity of fuel tank stenciled adjacent to the fuel tank.
- B. The Equipment Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent anti-freeze solution to prevent freezing at temperature not less than minus 20 degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.
- C. The Motor Carrier shall be responsible for further protecting the mechanical unit where temperature lower than the above minimum may occur while in its possession. In furnishing this protection the same type of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.
- D. Fuel used to operate portable unit in either heat or refrigeration service shall comply with all requirements of the carriers or regulatory agencies involved in the movement. Type and location of portable unit shall be designated by delivery party at interchange.
- E. The Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.
- F. The Motor Carrier shall return refrigeration equipment with fuel tanks filled to capacity, or reimburse owner for the cost of fuel consumed.
- G. Acceptance of equipment at interchange by the Motor Carrier shall be conclusive proof that refrigeration and heating equipment was in good condition and properly operating at time of interchange.
- H. The Motor Carrier shall check to see that the carrying temperature of refrigerated or heated containers conforms within 3 degrees Fahrenheit of the set temperature and/or any temperature instructions received by the Motor Carrier. In the event that the unit cannot maintain proper temperature, the Motor Carrier shall contact the Equipment Provider by calling 1-757-228-1414.
- I. The Motor Carrier agrees that the fuel used to operate refrigerated equipment or generators shall comply with Zim's requirements.

6. INSURANCE:

- A. The Motor Carrier represents and warrants that it now maintains, and covenants that it will keep in effect for the full term of this Agreement, insurance with an underwriter ranked A or better by Best's and which provides cover for loss or damage to cargo.
- B. The Motor Carrier also represents and warrants that it now maintains, and covenants that it will keep in effect for the full term of this Agreement, Public Liability and Property Damage Liability Insurance for its own equipment, and for all equipment covered by this Agreement as follows:

Type of Liability Insurance	Coverage
Cargo Damage or Loss:	Each Occurrence \$100,000
Equipment Damage or Loss:	Each Occurrence \$25,000

- C. Motor Carrier shall name Zim Integrated Shipping Services Company, LLC as additional insured on its general liability and trailer interchange policies. Such insurance policies (1) shall be primary insurance and shall not be considered contributory insurance or excess insurance to any insurance policy of the Motor Carrier on the equipment. (2) No equipment will be interchanged without a valid Certificate of Insurance in place. The Motor Carrier and its underwriter shall provide a new certificate each and every time the policy is renewed, or modifications are made to the policy.

(Zim Addendum Continued)

- D. Zim reserves its right to reject insurance coverage if the deductible is more than **\$50,000**. Motor Carriers that are self-insured and so recognized by the Department of Transportation, Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.
- E. In the event of an accident, the Motor Carrier shall contact the Equipment Provider at 757-228-1340, and mail all relevant documents to "Zim American Integrated Shipping Services Company, Inc., 5801 Lake Wright Drive, Norfolk, Va. 23502; Attention Claims Department".

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

Type of Equipment	Charges Per Day
Dry van Container with or without chassis	\$130.00
High Cube Container with or without chassis	\$130.00
Special Equipment (viz)	
Hanger Containers with or without chassis	\$160.00
Tank Containers with or without chassis	\$200.00
Open Top Containers with or without chassis	\$160.00
Flat Rack with or without chassis	\$160.00
Reefer Container with or without chassis	\$285.00
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 or by fax (866)256-2616.

8. DISPUTE RESOLUTION:

Before litigation is instituted, Motor Carrier shall advise Zim in writing of any disputed items on Zim's invoices within 30 days of the receipt of such invoice(s). Zim will undertake to reconcile such disputed items within 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 the Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges have been verified by Zim and are again rejected and disputed by the Motor Carrier for whatever reasons, Zim and Motor Carrier reserve their rights and remedies under the law regarding payment of such charges. Zim reserves the right to use a designated third party billing vendor. Invoices received from Zim's designated third party billing vendors shall be disputed directly with the third party vendor.

9. MISCELLANEOUS ADMINISTRATIVE FEES

- A. **Equipment Damage Recovery and/or Cleaning Administrative Fee**
All invoices issued to Motor Carrier relating to equipment damage repair recovery, dunnage removal, and/or cleaning of containers shall be Subject to an Administrative Fee of 15% of invoice, subject to a minimum of \$25 per invoice.
- B. **Requests for Document Copies**
The Provider shall provide documentation necessary to support its invoices in accordance with Section E.6.e of the UIIA, however should the Motor Carrier request additional or duplicate copies of these documents, such as TIRs and/or initial invoices, an administrative fee of \$25 per container will apply. All requests for additional or duplicate copies of documents must be submitted in writing to the Fax Number/E-mail address indicated in Paragraph 7.3 of the Zim Addendum.

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(Zim Addendum Continued)

- C. Provider reserves the right to assess an administrative charge of \$75.00 to Motor Carrier per traffic citation/fines bill back invoice generated.

10. BANKRUPTCY

It is agreed that in the case of bankruptcy, reorganization, insolvency, liquidation or other similar proceeding on the part of the Trucker or if such proceedings are commenced against the Trucker or if a trustee or receiver or similar officer is appointed over the Trucker or its property, Zim may terminate this Agreement and the appointment there under at any time by written notice to the Trucker. It is further agreed that the Trucker will consent to grant Zim a relief of stay in order to retake possession of Zim's equipment from the Trucker. It is agreed that such relief does not extend to any sums claimed owed to Zim by the Trucker and that Zim must make claim under the bankruptcy proceedings in order to recover these amounts.

11. CARRIAGE OF DANGEROUS, OUT OF GAUGE/OVERSIZE GOODS

The following provision is applicable only to Motor Carriers performing the carriage of Dangerous, Out of Gauge/Oversize Goods:

The Trucker hereby warrants that its personnel, agents or Sub-Contractors are fully capable, instructed and authorized to perform safe carriage of Dangerous, Out of Gauge/Oversize Goods ("Special Goods" as defined in ZIMU-151 Circular/Rule last revised November 22, 1993) in accordance with the statutory regulations prevailing in the Territory and as amended from time to time, including the use of proper and adequate trucking and auxiliary equipment as necessary and required for the performance of the carriage of the Consignment. The Trucker shall submit to Zim its permits and licenses to carry Special Goods warranting their compliance with any required applicable compulsory regulations.

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