



- Evergreen Line Tariff Rule Report

Organization Name : EVERGREEN LINE JOINT SERVICE AGREEMENT **Organization Number :** 020775

Tariff : 601 / GENERAL RULES TARIFFS FOR ALL TRADES (RULES + B/L + EQUIPMENT)

Rule : 021-005 / EVERGREEN SHIPPING AGENCY (AMERICA) CORPORATION ADDENDUM (UIIA)

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Rule Content

Rule 021-005 Evergreen Shipping Agency (America) Corporation Addendum (UIIA)

Evergreen Shipping Agency (America) Corporation Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

The following terms and conditions shall constitute an addendum to the Uniform Intermodal Interchange and Facilities Access Agreement dated between the Intermodal Association of North America and _____ (name of motor carrier) (hereinafter, the "UIIA Agreement").

The terms and conditions of this addendum shall be binding on _____ [NAME OF MOTOR CARRIER] and Evergreen Shipping Agency (America) Corporation (hereinafter "Evergreen") which is a member of the Intermodal Association of North America and is a Provider as defined in the Uniform Intermodal Interchange and Facilities Access Agreement (hereinafter the UIIA Agreement). The terms and conditions of the UIIA Agreement shall be incorporated herein and binding on the parties hereto as if is set forth at length

For purposes of this addendum, the following definitions, are in addition to the definitions set out in the UIIA Agreement shall apply.

1. Acceptance of Equipment at Interchange and Disposal of Dunnage

The Motor Carrier's acceptance of the Equipment as evidence by execution of the EIR at the time of Interchange is at the Motor Carrier's risk. The Motor Carrier is responsible for removing all dunnage, debris or contamination from the Equipment at its own cost and expense prior to redelivering the Equipment to Evergreen. In the event the Motor Carrier fails to comply with this provision, then such removal shall be performed by Evergreen or its contractors or agents and the expense of such will be charged to the Motor Carrier, including the removal of the placards for hazardous cargo.

2. Use of Equipment by the Carrier

- (a) The Motor Carrier shall be deemed to have complete possession and control of the Equipment during the Interchange Period.
- (b) The Motor Carrier shall be responsible for all claims for cargo loss, damage or delay occurring during the Interchange Period.
- (c) In the event the Equipment is either damaged and/or towed and/or transported during the Interchange Period, or becomes subject to or liable for any traffic violations, fines or penalties, Motor Carrier shall make immediate payments of such costs, fees, charges, or penalties or fines, which may result. These payments are the sole liability of Motor Carrier.
- (d) The Motor Carrier shall at all times insure that all registration papers are kept with the Equipment and shall not remove or deface any markings or other indication of Evergreen's ownership thereof. The Motor Carrier shall not suffer or permit any lien to be placed upon the Equipment. If the Equipment is seized or attached by judicial process as a result of the act, fault or neglect of the Motor Carrier, the Motor Carrier shall promptly notify Evergreen thereof and shall secure the release thereof within five (5) days, failing which Evergreen may (but shall not be obligated to) secure such release for the Motor Carrier's account.
- (e) The Motor Carrier shall bear and pay all ton mileage (weight distance) taxes and Federal Highway use taxes and similar taxes incident to the use of the Equipment during the use period. Vehicle registration fees and taxes and similar taxes and fees incident to ownership of the Equipment shall be borne and paid by Evergreen.

3. Use Charges

The Motor Carrier shall pay to Evergreen the following amounts as Use Charges 1) 1st Excess Period charges and 2.) 2nd Excess Period charges, on a per-diem basis, for its possession of the Equipment during the Interchange Period, as provided in the Table Of Equipment Detention Charges & Free Time below:



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- a) The Motor Carrier shall be allowed Free Time, inclusive of the day it receives the Equipment, during which time no Use Charges are payable by Motor Carrier to Evergreen. Free Time excludes Saturday, Sunday and legal Holidays but includes return day. For purposes of this Addendum, "Free Time" shall mean the period of time during the use period that Evergreen allows the Motor Carrier to use such Equipment without having to pay use charges.
- b) The Motor Carrier shall pay to Evergreen, Excess Period charges on the Equipment for each day beginning on the day after Free Time and ending on the day of return of the Equipment, or ending on the day of expiration of the 2nd Excess Period, whichever first occurs, including Saturdays, Sundays, and legal Holidays. For purposes of this Addendum, the term "day" shall be a 24 hour period ending at 12:00 midnight, or any fraction of such a period.
- c) In addition to the Excess Period charges, specified in section b, above, the Motor Carrier shall pay to Evergreen, 2nd Excess Period charges on the Equipment for each day elapsed beginning on the day following the expiration of the Excess Period to the day of return of the Equipment, including the day of return, Saturday, Sundays, and legal Holidays.
- d) Where the Equipment consists of a dry container (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 access IANA's street turn application (SIA) via link on navigation bar or by going to directly to www.streetinterchange.com or EGA's shipmentchain.com to submit the street turn request for approval that Motor Carrier may use the container for export. Upon Evergreen'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 any and all Excess Period and 2nd Excess Period charges to Evergreen, as described in the Table Of Equipment Detention Charges And Free Time, as described below. If Motor Carrier fails to submit the street turn request by above mentioned websites within 7 days after container is returned as export load, the per diem will be charged to the Motor Carrier and no additional free time will be allowed for export container. In the circumstance, where the street turn also involves a street interchange where two Motor Carriers are involved, the export Motor Carrier will be the Party held responsible for the per diem charges and no additional free time will be allowed for the export container.
- e) No Free Time will be allowed if any Equipment, which was originally picked up by the Motor Carrier for export booking, is returned as "Empty" for any reason. The Motor Carrier shall pay Evergreen the Excess Period charges and/or 2nd Excess Period charges on the Equipment as set forth in Table Of Equipment Detention Charges & Free Time.
- f) Evergreen shall invoice the Motor Carrier for Use Charges and such charges shall be due and payable within 30 days of the invoice date. Any payment not received by Evergreen within thirty (30) days of the invoice day shall accrue interest from the thirty-first (31st) day at the highest interest rate allowed by law.
- g) Evergreen's failure to take action to collect Use Charges shall not constitute a waiver of its rights to do so.
- h) When bare pool or non pool chassis provided by or on behalf of Evergreen have been used by the Motor Carrier to return Evergreen's loaded export container or Evergreen's empty import container to Evergreen's designated facility in accordance with Section E.1. of the UIIA Interchange Agreement remain in Motor Carrier's possession for two business days after the return Interchange of such containers, chassis per diem will be billed commencing the third day from such Interchange as per the per diem rate table below provided that the Motor Carrier does not make an additional container move within the aforesaid two business days after the return Interchange specified above.
- i) Motor Carrier shall be responsible for any and all costs, including Evergreen's legal expenses and attorney fees associated with collecting per-diem charges.

TABLE OF EQUIPMENT DETENTION CHARGES & FREE TIME AT ALL US STATES

(For Both Import & Export)

Type of Container	Standard Free Time (SFT)	1st Excess period 1st to 5th calendar days	2nd Excess period From 6th Calendar day
20'/40'/45' Dry container	4 business days + day of pick-up	\$110/day	\$150/day



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Type of Container	Standard Free Time (SFT)	1st Excess period 1st to 4th calendar days	2nd Excess period From 5th Calendar day
Refrigerated	3 business days + day of pick-up	\$300/day	\$350/day
Flatbed, Flat Racks, Open Tops, Tanks	4 business days + day of pick-up	\$200/day	\$230/day

Note 1) The Motor Carrier shall be allowed four (4) working days free time for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for refrigerated container; four (4) working days free time for refrigerated containers loaded with dry cargoes plus pick up day, excluding Saturday, Sunday and legal holidays. Free time includes return day.

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

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

Note 4) (A) This rule governs per-diem charges where a Service Contract provides for Contractual Free Time ("CFT") that is greater than Standard Free Time ("SFT"). Saturdays, Sunday and legal Holidays shall be included in computing Excess Periods.

(B) The Motor Carrier Shall pay per-diem charges for each day past CFT until the day the Container is returned by the Motor Carrier to the designated place or location.

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

- (1) If CFT is greater than SFT plus 1st Excess Period, the per-diem shall be charged at the rate of "2nd Excess Period".
- (2) If CFT is greater than SFT but less than the total number of days of the SFT plus the first excess period, per diem will be charged as follows:
 - (a) Gap period: the period between the end of CFT and the expiration of the last day of the combined total of the SFT plus the First Excess Period.
 - (b) When the container is returned during the gap period, the First Excess Period charge rate shall be applicable from the first day after CFT expires up until the return date of the container.
 - (c) When the container is returned after the combined SFT plus the first excess period, per diem will be charged on the basis of (i) the total of all first excess period charges applicable during the Gap Period set forth in (a) above plus (ii) second excess period charges which shall be assessed starting the day after the expiration of the Gap Period in (a) above and terminating upon the actual return date of the container.

Chassis Used for Both Import & Export

Type of Chassis	Standard Free Time (SFT)	Excess period
Chassis used for 20'/40'/45' dry container	4 business days + day of pick-up	\$20/day
Chassis used for refrigerated container	3 business days + day of pick-up	\$20/day
Chassis used for flatbed,	4 business days	\$20/day



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flat racks, open tops, tanks	+ day of pick-up	
Bare chassis	No free time	\$95.00 per day
Bare Gen-Set chassis	No free time	\$145.00 per day

Note: The Motor Carrier shall be allowed four (4) working days free time for chassis used for dry container, flatbed, flat rack, open tops and tank container; three (3) working days free time for chassis used for refrigerated container; chassis used for four (4) working days free time for refrigerated containers loaded with dry cargoes plus pickup day, excluding Saturday, Sunday and legal holidays. Free time includes return day. The Excess Period will commence immediately upon the end of the Standard Free Time and end on the day of return of the Equipment.

4. Maintenance and Equipment Repairs

- a) From the time of delivery until return of the Equipment, the Equipment shall be maintained by Motor Carrier, at Motor Carrier's cost and expense, in as good condition as when delivered, ordinary wear and tear excepted, subject to the provisions of the followings sub-paragraphs of this Article 5.
- b) In the event the Equipment is damaged during the Use Period, the Motor Carrier shall repair and restore the same, at its own cost and expense, to the same condition as when delivered, ordinary wear and tear excepted. For purposes of this sub-paragraph, damage shall include, but not be limited to repairs or maintenance necessitated by improper use or abuse of Equipment. The Motor Carrier shall still pay Evergreen Use Charge until the date of return of the repaired Equipment.
- c) Motor Carrier shall absorb any costs of repairs for ordinary over-the-road maintenance and service of Equipment during the Use Period if the costs are \$50 or less. Any item of ordinary over-the-road maintenance and service of the Equipment during the Use Period shall be borne and paid by Evergreen if (1) the costs thereof exceeds \$50; (2) the maintenance and service has been authorized by Evergreen prior to the commencement of any work in writing, (3) such authorization can be verified by Evergreen, (4) the cost thereof is billed by the Motor Carrier to Evergreen in accordance with Section E.3.c.(3) of the UIIA after completion of the work and (5) Motor Carrier supplies evidence as to the completion of the work. All other maintenance and service during the Use Period shall be borne and paid by the Motor Carrier.
- d) In the event of a blowout or failure of any tire or tube during the Use Period, the Motor Carrier shall replace the same. The repair of simple flats shall be the responsibility and for the account of the Motor Carrier. Photographic evidence of damaged tires will be provided to the Provider in accordance with Section E.4. and the Supplement to Exhibit C of the UIIA for the purpose of assignment of responsibility for the tire damage as well as request of reimbursement of charges to the Motor Carrier, if applicable. Based on the photographic evidence, if the tire(s) weren't maintained or run flat the Provider will invoice Motor Carrier for the reasonable tire(s) repair/replacement costs.
- e) Refrigeration and Heating
 - (i) At the time of interchange of a loaded unit under heat or refrigeration, interior air of the unit shall be at the required temperature range. The mechanical unit and/or Genset shall be in satisfactory operational condition and shall have an appropriate fuel level in the tank.
 - (ii) Evergreen shall protect the liquid cooling system of such mechanical unit against freezing damage by application of sufficient permanent anti-freeze solution to prevent freezing at a temperature not less than minus 20 degrees F. The type of solution and degree of protection afforded shall be shown on a tag attached securely to unit.
 - (iii) Motor Carrier shall be responsible for further protecting the mechanical unit where temperatures lower than 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.
 - (iv) Motor Carrier shall provide proper maintenance to heating and refrigeration units when the Equipment contains commodities requiring temperature control.
 - (v) If any mechanical refrigerating or heating units forming part of the Equipment shall require repairs during the Use Period, the same shall be made by the Motor Carrier with written approval from Evergreen. If any replacement parts are required to effect such repairs and the repairs are not occasioned by the Motor Carrier's improper use

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or abuse of the units, the cost of such replacement parts will be reimbursed by Evergreen to the Motor Carrier promptly after return of the Equipment provided that the Motor Carrier delivers to Evergreen the replaced parts and evidence of such repairs, such as an itemized and receipted paid repair bill.

- (vi) Prior to empty refrigerated Equipment being redelivered to Evergreen, the Motor Carrier shall properly clean the Equipment at Motor Carrier's expense. This includes, but is not limited to, steam cleaning.
- f) In the event the Equipment is damaged, Evergreen shall have such Equipment repaired and Evergreen shall invoice the Motor Carrier for such repair charges, which are the responsibility of the Motor Carrier. Such repair invoices shall be due and payable by the Motor Carrier within 15 days of the invoice care.

5. Lost, Stolen or Destroyed Equipment

- a) In the event any Equipment is lost, stolen, or so damaged that the reasonable cost of repairs relating to damage sustained is estimated to exceed 75% of its current market value immediately prior to such loss, theft or damage, then such event will be deemed as a possible "Constructive Total Loss" and the Motor Carrier shall promptly notify Evergreen of it. Evergreen alone shall make the determination as to whether the damage is to be considered a "Constructive Total Loss." The Excess Period and 2ND Excess Period Use Charges applicable to such Equipment provided herein shall continue to accrue for each day (including Saturdays, Sundays, and legal Holidays) until such notice and appropriate supporting document (i.e. police report, surveyor's report, repair estimate, photo) are given. Upon receiving such notice, Evergreen will notify the Motor Carrier as to the depreciated replacement value of the Equipment and the Motor Carrier shall pay such amount to Evergreen within 30 days of receiving the depreciated replacement value notice. Evergreen alone shall determine the depreciated replacement value of the Equipment, and its determination shall be conclusive. If the depreciated replacement value of the Equipment is not paid within 30 days of such notice, the Excess Period Use Charges and 2ND Period Excess Use Charges will begin to accrue retroactively, beginning on the day the depreciated replacement value notice was sent by Evergreen.
- b) 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:

In addition to the provisions of Clause F.6 of the UIIA Agreement to which Motor Carrier is a Signatory, Motor Carrier is required to obtain the following additional insurance coverages in order to interchange Evergreen equipment:

- a. Motor truck cargo policy covering all risks of loss and damage to cargo with a limit of not less than \$100,000;
- b. Comprehensive all risk and collision insurance covering the Equipment being interchanged under this Addendum with a limit of not less than \$25,000; and
- c. "Evergreen Shipping (america) Corp. must be listed as an additional insured on the Motor Carrier's auto, general and trailer interchange policies."
- d. Insurance to cover any towing or storage costs that may be incurred during the Use Period.
- 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 and will be approved by Provider on an individual basis. Motor Carriers that are self-insured and approved by Provider will advise Evergreen immediately in the event that they are no longer self-insured.

7. Per-Diem Dispute Procedure:

Evergreen will send monthly account statement and "shut out" notice after invoices are due. Thereafter, motor carriers have to response in order to avoid actual "shut out".

Should there be any disputes, motor carrier should contact Evergreen via written correspondence by facsimile, email or mail.

All contact information are as listed in per-diem invoice, account statement and "shut out" notice



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Motor Carrier shall have no rights of monetary offset or deduction, for any reason, against any amounts it owes to Evergreen, including without limitation Use Charges.

8. Successors and Assigns

The provisions hereof, and of the UIIA Agreement to which the foregoing is an Addendum, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and assigns.

9. Signatures

The Motor Carrier shall submit to Evergreen the original signature page of this Addendum within fifteen (15) days of its execution. Motor Carrier must submit the original notarized page of the Evergreen Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA office within fifteen (15) calendar days, or this Addendum and any rights under the UIIA Agreement to interchange Equipment at Evergreen's premises shall be terminated immediately and the Motor Carrier shall remain responsible for all breaches and obligations arising directly or indirectly from its failure to provide a timely notarized signature page of the Evergreen Addendum.

10. Chassis

Chassis; Interchange Facility Location, Port Elizabeth, New Jersey. The Provider is a member of the TRAC Intermodal Metropool. All references in this Agreement to the CO-OP shall mean TRAC Intermodal Metropool. Evergreen designates the TRAC Intermodal Metropool located at Maher Terminal on 1510 Bay Avenue, Port Elizabeth, New Jersey, as its facility location for the purposes of interchanging chassis.

Signature Page of the Evergreen Addendum:
(Please note that this page must be notarized)

AGREED TO THIS ____ DAY OF _____

Company Name: _____

Signature: _____

Address/City/State: _____

Phone: _____ Fax: _____

Email Address: _____

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