



- 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 : 036-I01 / DEMURRAGE & DETENTION FOR POD IN USA & PUERTO RICO

Filed on : 2022/04/01 **Effective Date :** 2022/05/01 **Thru Date:** **Expiration Date :**

Rule Content

Rule: 036-I01 Demurrage & Detention for Port of Discharge in USA and Puerto Rico

Detention for Port of Discharge in USA, refer to Rule:021-005 (UIIA)

All containers including temperature-controlled and/or bulk tank containers held with cargo at Carrier's port CY, undelivered during the free time period, Saturdays, Sundays and holidays excluded (unless commonly worked by the respective port), after the carrying vessel has completed discharge, or after the individual container has been discharged, or after delivery to Carrier's CY at a port which the vessel does not call, will be subject to demurrage charges as provided in this rule.

Carrier or its Agent will bill CY demurrage in accordance with the provisions of this rule. The port tariff will apply only if it is not applicable by this rule.

Below demurrage free time and charges apply to all import shipments to USA and Puerto Rico

A) Demurrage Standard Free Time

=====

Ports	Dry	Reefer	Special Equipment*
Los Angeles, CA (except APMT P400)	4 working days	2 working days	2 working days
Los Angeles, CA (APMT P400)	4 working days (including Saturday and legal holiday)	2 working days	2 working days
Long Beach, CA	4 working days	2 working days	2 working days
Oakland, CA Seattle, WA Tacoma, WA	4 working days	2 working days	2 working days
New York, NY except AMPT	4 working days	2 working days Reefer power usage free time is 2 calendar days	2 working days
New York, NY AMPT (USNYCU)	4 working days	2 working days	2 working days
Boston, MA	7 calendar days (**)	2 Working days (**) & (***)	2 Working days (**)
Baltimore, MD	4 working days	2 working days	2 working days
Norfolk, VA (USNFKT & USNFKM)	7 calendar days	2 working days	2 working days
Savannah, GA Houston, TX (##)	7 calendar days	2 working days	2 working days
Charleston, SC Mobile, AL New Orleans, LA	5 working days	2 working days	2 working days
Miami, FL Tampa, FL Port Everglades, FL	4 working days	2 working days	2 working days
Puerto Rico (PR) Demurrage Detention	6 working days 6 working days	4 calendar days 4 calendar days	6 working days 6 working days



- Evergreen Line Tariff Rule Report

(**) When the free time is to expire on the day before a holiday, the free time period will be extended to include the holiday. When a holiday falls on a Friday or on a Monday, the free time period will be extend to include Saturday, Sunday and the holiday.

(***) When the free time on temperature controlled containers is to expire on a Friday, the free time period will be extended to include that immediately following Saturday and Sunday.

(##) Any container requiring delivery and receipt to authorized Bayport/Barbours Cut freight handlder for U.S. Customs examination and/or any unit requiring USDA inspection shall be stored free of charge for an additional three (3) calendar days.

Exception:

1) For commodity : Wine and spirits
Ports : New York, NY
Free Time : 10 working days (for dry only)
Demurrage Charge : USD 440 per day

For commodity : Green coffee beans and cocoa bean in bags
Ports : New York, NY
Free Time : 8 working days (for dry only)
Demurrage Charge : USD 440 per day

2) For commodity : Green coffee beans and cocoa bean in bags
Ports : Baltimore, MD
Free Time : 10 working days

3) For containerized agricultural products that discharged at the port of Baltimore and transloaded at the Baltimore terminal will grant 10 business days of free time.

B) Demurrage Charge (Per Day)

=====

Ports	Dry	Reefer and Special Equipment*
Los Angeles, CA Tacoma, WA	1 - 5 day : USD 165 6 day & after : USD 220	Reefer Equipment : 1 - 2 day : USD 360 3 day & after : USD 480 Special Equipment : 1 - 2 day : USD 250 3 - 5 day : USD 300 6 day & after : USD 450
Long Beach, CA Oakland, CA Seattle, WA	1 - 5 day : USD 165 6 day & after : USD 220	Reefer Equipment : 1 - 2 day : USD 380 3 day & after : USD 480 Special Equipment : 1 - 2 day : USD 250 3 - 5 day : USD 300 6 day & after : USD 450
New York, NY except AMPT	1 - 4 day : USD 214 5 - 9 day : USD 309 10 day & after : USD 440	Reefer Equipment : 1 - 3 day : USD 510 4 day& after : USD 685 Special Equipment : 1 - 3 day : USD 500 4 day & after : USD 685 Reefer: add extra USD 75 of power usage charge per day after 2 calendar day free time expires.
New York, NY AMPT (USNYCU)	1 - 4 day : USD 214 5 - 9 day : USD 309 10- 29 day : USD 440 30 day & after : USD 630	Reefer Equipment: 1 - 3 day : USD 585 4 - 6 day : USD 760 7 day & after : USD 1090 Special Equipment: 1 - 3 day : USD 500 4 day & after : USD 685



- Evergreen Line Tariff Rule Report

		Reefer demurrage at APMT included USD 75 of power usage charge per day after 2 working days free time expires.
Boston, MA	1 - 5 day : USD 130 6 day & after : USD 250	Reefer Equipment : 1 - 2 day : USD 400 3 day & after : USD 530 Special Equipment : 1 - 2 day : USD 330 3 - 5 day : USD 370 6 day & after : USD 530
Charleston, SC Houston, TX Miami, FL Mobile, AL Norfolk, VA New Orleans, LA Savannah, GA Port Everglades, FL	1 - 5 day : USD 120 6 day & after : USD 175	Reefer Equipment : 1 - 2 day : USD 380 3 day & after : USD 480 Special Equipment: 1- 2 day : USD 250 3 - 5 day : USD 300 6 day & after : USD 450
Baltimore, MD	1 - 4 day : USD 120 5 - 8 day : USD 175 9 days & after : USD 215	Reefer Equipment : 1 - 2 day : USD 380 3 day & after : USD 480 Special Equipment: 1- 2 day : USD 250 3 - 5 day : USD 300 6 day & after : USD 450
Tampa, FL	1 - 5 day : USD 165 6 day & after : USD 220	Reefer Equipment : 1 - 2 day : USD 380 3 day & after : USD 480 Special Equipment: 1- 2 day : USD 250 3 - 5 day : USD 300 6 day & after : USD 450
Puerto Rico (PR)		
Demurrage	USD 50/per container	USD 175/40' reefer USD 50/per special container
Detention	USD 50/per container	USD 175/40' reefer USD 50/per special container

Notes:

- Where Extended Free Time (hereinafter "EFT") is granted by a separate agreement such as a Service Contract, demurrage shall run:
From and including the day after expiration of EFT,
Up to and including the day the container is removed from the terminal.

Demurrage shall be calculated at the standard rate that would have applied on the day following expiration of EFT as if there had been no EFT.
- *Open top/flat rack/tank equipment defined as special equipment under this rule
- No multiple container rule except Boston. Detail for Boston multiple container rule filing. Please refer to Conley Marine Terminal Tariff, table 1 only.
- For terminal, rail depot or truck CY who collecting demurrage with customer direct
- If customer that request Carrier to guarantee demurrage charge with terminal,
Rail depot or any truck CY in order to get their cargo release, Carrier will apply an administration fee of USD 75 per container for this extra service from customer.
- A temperature-controlled container is one with the refrigeration unit operating to maintain specific temperature of the cargo to protect the cargo loaded therein (reefer). When a container designated for temperature-control is used at Carrier's option to transport cargo and the refrigeration unit is not operating, it will be considered as a dry van for purposes of free time, demurrage and detention calculation.
- Carrier may extend the allowable free time on any merchandise if terminal operations

- Evergreen Line Tariff Rule Report

or movement of merchandise are interrupted by war, earthquake, flood, fire, riot, or any unusual occurrence which in the judgment of the Carrier warrants the extension of such free time.

- 7) Carrier shall not be responsible for delays in delivering containers when such delays result from cargo being detained in Customs or Quarantine. Any demurrage charges that are accrued resulting from delays in Customs and/or Quarantine are to be billed for account of the cargo.
- 8) During a longshoremen strike which would have prevented ocean Carrier from discharging at the U.S. port shown on the bill of lading, the provisions of this rule shall not apply, and the free time and demurrage shall be in accordance with the local terminal tariffs as applicable.
- 9) At the discretion of the Carrier, and subject to U.S. Customs regulations, cargo in containers may be discharged to public storage, transfer and incidental expense for the removal of such cargo from the container shall be for the account of cargo. At Carrier's option, Carrier may elect to remove Carrier's equipment from terminals or rail ramps to off-terminal/ramp storage facilities. The rate charged for storage at such off-terminal/ramp facilities will be the rate of the respective rail ramp, the storage facility or the applicable steamship line tariff rate, whichever is higher. All costs associated with the removal, including the drayage, will be for account of cargo. All charges must be satisfied prior to the pick up or delivery of any such equipment.
- 10) When shipments are delayed by consignee or his agent at bill of lading destination port, point or alternate port by reason of, but not limited to delays in processing documentation requirements of governmental agencies beyond the control of the Carrier for a period in excess of free time, all accrued demurrage charges will apply.
- 11) Shipments not removed from Carrier's terminal within the free time period may, at any time thereafter at the option of the Carrier or Governmental Agency, be placed in public storage at the full risk and expense to the consignee. All demurrage charges which may have accrued prior to removal from Carrier's terminal shall be assessed and collected from the consignee.
- 12) In the event that consignee/shipper or its agent instructs carrier to divert and re-consign the shipment to a port or point, or to a consignee other than shown on the original bill of lading, diversion rules and charges shall apply. All demurrage charges which may have accrued prior to such instructions shall be assessed and collected from the party who instructs the Carrier.
- 13) Terminal operators may assess free time provisions and demurrage storage charges, as filed in FMC terminal tariffs, for equipment occupying space on their terminals. When applicable, these charges are in addition to any charges herein for use of Carrier's equipment.
- 14) The Carrier may at its discretion discharge container to public storage; storage, transfer and incident-all expenses to the removal of such cargo from the container shall be for the account of cargo at any time.
- 15) Per Diem, detention and demurrage in the State of California:

California Senate Bill #45 - The terms and conditions of California Senate Bill #45 are expressly applicable to Motor Carriers entering and leaving Carrier's terminals, inland terminals and rail ramps in California. Motor Carriers are not responsible for payment of demurrage charges to Carrier. In regard to detention, Motor Carrier should notify the Carrier in writing or electronically of the occurrence of any of the events listed in the aforesaid Bill within two (2) business days of their occurrence in order for Carrier to timely investigate the circumstances. Upon receipt of such information, Carrier shall investigate the circumstances and, upon confirmation of same, shall take the necessary measures so that the Motor Carrier shall not be invoiced for any detention or demurrage charges excepted by Senate Bill #45.
- 16) In the event Carrier's equipment has not been returned to Carrier after an extended period of time has accrued as a result of war, earthquake, flood, fire, business contingency, riot, civil commotion, labor strikes or any other occurrence which, in the judgment of the Carrier, warrants a waiver or discount of the applicable demurrage charges or an extension of free time, Carrier may, at its own option, and in order to secure the prompt return of its equipment, waive or discount all or part of the demurrage charges outstanding on such equipment or, alternatively, extend free time until such situation has abated

C) Calculation of Demurrage:

Applicable to: Tacoma, WA (USTCMC) / Seattle, WA



- Evergreen Line Tariff Rule Report

Standard free time shall commence at 07:00 AM after the discharge of the respective container from the vessel. Demurrage shall be calculated from the day after the expiration of free time to the day the container is removed from the Terminal. Day of removal from Terminal to be included in the calculation of demurrage.

Applicable to: New York, NY (USNYCH)
Miami, FL, Tampa, FL, Port Everglades, FL
Oakland, CA (USOKLT, USOKLF, USOKLH)
New Orleans, LA

Standard free time shall commence at 08:00 am after the discharge of the entire vessel and shall end at midnight of the last day of free time. Demurrage shall be calculated from the day after the expiration of free time to the day the container is removed from the Terminal. Day of removal from the Terminal to be included in the calculation of demurrage.

Applicable to : New York, NY (Maher Terminal, PNCT & APM Terminal) (USNYCT, USNYCW & USNYCU)

Free time on import cargo/containers shall commence at gate opening on the first business day following system update of first point of rest on terminal and will expire on the last day of free time (Saturdays, Sundays and non-working ILA holidays excluded). Cargo/container updated in the system to first point of rest on terminal after gate opening on a normal business day shall begin free time the following business day and will expire on the last day of free time (Saturdays, Sundays and non-working ILA Holidays excluded).

Applicable to: Mobile, AL (USMBLT)

Standard free time shall commence at 08:00 am after the discharge of the respective cargo/container from the vessel and shall end at midnight of the last day of free time. Demurrage shall be calculated from the day after the expiration of free time to the day container is removed from the Terminal. Day of removal from Terminal is to be included in the calculation of demurrage

Applicable to: Houston, TX (USHUSM, USHUST)

Standard free time shall commence at 07:00 am after the discharge of the respective cargo/container from the vessel and shall end at midnight of the last day of free time. Demurrage shall be calculated from the day after the expiration of free time to the day container is removed from the Terminal. Day of removal from Terminal is to be included in the calculation of demurrage

Applicable to: Norfolk, VA (USNFKT, USNFKM)

Standard free time shall commence at 00:01am after the discharge of respective container and shall end at midnight of the last day of free time. Demurrage shall be calculated from the day after the expiration of the standard free time up to the day the container is removed from the Terminal. Day of removal from the Terminal to be included in the calculation of demurrage.

Applicable to: Baltimore, MD (USBALT)

Standard free time shall commence at 08:00 am after the discharge of the entire vessel and shall end at 17:00 pm of the last day of free time. Demurrage shall be calculated from the day after the expiration of free time to the day the container is removed from the Terminal. Day of removal from the Terminal to be included in the calculation of demurrage.

Applicable to: Charleston, SC (USCHST, USCHSW)

Standard free time shall commence at 08:00 am after the discharge of the entire vessel and shall end at midnight of the last day of free time. Demurrage shall be calculated from the day after the expiration of free time to the day the container is removed from the Terminal. Day of removal from Terminal to be included in the calculation of demurrage.

Applicable to: Oakland, CA (SSA-OICT)(USOKLA),
Oakland, CA (Trapac)(USOKLG),

Standard free time shall commence at 00:01 am after the discharge of the entire vessel and shall end at 03:00am following the last full day of free time. Demurrage shall be calculated from the day after the expiration of the Standard free time up to the day the container is removed from the Terminal. Day of removal from Terminal to be included in the calculation of demurrage.

Applicable to: Savannah, GA (USSVNG)

Standard free time shall commence at 00:01 am after the discharge of the respective container from the vessel and shall end at midnight of the last day of free time. Demurrage shall be



- Evergreen Line Tariff Rule Report

calculated from the day after the expiration of the Standard free time up to the day the container is removed from the Terminal. Day of removal from Terminal to be included in the calculation of demurrage

Applicable to : Boston, MA

Standard free time shall commence at 00:00 AM after the discharge of the respective cargo/container from the vessel and shall end at midnight of the last of free time. Demurrage shall be calculated from the day after the expiration of free time to the day the container is removed from the Terminal. Day of removal from Terminal is to be included in the calculation of demurrage.

Applicable to: Los Angeles, CA (USLAXT, USLAXW, USLAXG, USLAXB, USLAXN)
Long Beach, CA (USLGBH, USLGBP, USLGBT, USLGBE, USLGBL)

Standard free time shall commence at 03:00 AM after the discharge of the respective container from the vessel. Demurrage shall be calculated from the day after the expiration of free time to the day the container is removed from the Terminal. Day of removal from Terminal to be included in the calculation of demurrage.

Applicable to Puerto Rico

Dry:

Free time will commence at 8:00 a.m. on the first (1st) business day after completion of the discharge of the vessel and shall expire at 5:00 p.m. on the fifth (5th) day, exclusive of Saturdays, Sundays, and holidays.

Refrigerated (Reefer) Vans:

Free time will commence at 8:00 a.m. on the first (1st) business day after completion of the discharge of the vessel and shall expire at 5:00 p.m. on the second (2nd) day, exclusive of Saturdays, Sundays, and holidays.

D) At Interior Destination Points:

All freight containers held with cargo at a destination CY, whether the shipment therein occupies a full container or not, shall be subject to the following free time and demurrage. Should a local rail, motor, or terminal tariff be applicable at the destination points, the free time period and demurrage/storage rates will be in accordance with the local rail, motor, or terminal tariffs.

A. Free Time and Demurrage at Destination Container Yard (CY):

1. Free Time (Dry Vans):

Free time will commence at 8:00 a.m. on the first (1st) business day after the consignee or his agent is notified that the full ocean Bill of Lading quantity is available for Customs inspection, whether in one or more containers, and shall expire at midnight of the fifth (5th) day, Saturdays, Sundays, and holidays excluded (unless commonly worked by the destination container yard. When Customs Clearance has already taken place at the interchange port, free time will commence at 8:00 a.m. on the first (1st) business day after the consignee or his agent is notified that the full ocean Bill of Lading quantity is available for delivery, whether in one or more containers, and shall expire at midnight on the third (3rd) day, Saturdays, Sundays, and holidays excluded (unless commonly worked by the destination container yard). Containers not accepted by the consignee or his agent within the relevant free time period will be charged demurrage at the applicable rate.

Five (5) working days

2. Free Time (Reefer):

All cargo in temperature-controlled container must be accepted by consignee or his agent within two (2) days after the consignee or his agent is notified that the shipment is available for Customs inspection, or if already Customs cleared at the interchange port, is available for delivery, Saturdays, Sundays, and holidays excluded (unless commonly worked by the destination container yard). Containers not accepted by the consignee or his agent within the relevant free time period will be charged demurrage at the applicable rate.

Two (2) working days

3. Demurrage Charges:

The applicable demurrage charges shall be assessed for the day on which the container is removed from the destination CY, regardless of the pick up time. The Carrier shall not be responsible for any delays in delivery of containers when such delays are beyond the Carrier's control, and any demurrage charges that accrue are for the account of cargo.

- Evergreen Line Tariff Rule Report

Refer to item B) for demurrage charge

- a. For the purpose of this Rule, a temperature-controlled container is one with the refrigeration unit operating to maintain specific temperature of the cargo to protect the cargo loaded there in (reefer). When a container designated for temperature control is used at Carrier's option to transport cargo and the refrigeration unit is not operating, it will be considered as a dry van for purposes of free time, demurrage and detention calculation.
- b. Carrier may extend the allowable free time on any merchandise if terminal operations or movement of merchandise are interrupted by war, earthquake, fire, riot, or any unusual occurrence which in the judgment of the Carrier warrants the extension of such free time.
- c. Carrier shall not be responsible for delays in delivering containers when such delays result from cargo being quarantined, detained in Customs, or detained by any other Government Agency. Any demurrage charges that are accrued resulting from delays in Customs and/or Quarantine are to be billed for account of the cargo.
- d. At the discretion of the Carrier, and subject to U.S. Customs regulations, cargo in containers may be discharged to public storage, transfer and incidental expense for the removal of such cargo from the container shall be for the account of cargo. At Carrier's option, Carrier may elect to remove Carrier's equipment from terminals or rail ramps to off-terminal/ramp storage facilities. The rate charged for storage at such off-terminal/ramp facilities will be the rate of the respective rail ramp, the storage facility or the applicable steamship line tariff rate, whichever is higher. All costs associated with the removal, including the drayage, will be for account of cargo. All charges must be satisfied prior to the pick up or delivery of any such equipment.

B. Free Time and Demurrage at Destination Rail Yard (RY):

1. All dry freight containers held with cargo at a destination RY, whether the shipment there in occupies a full container or not, and whether the Carrier has provided chassis for the containers or not, will otherwise be in accordance with local rail or motor terminal tariffs as applicable at the destination points.
2. At the discretion of the Carrier, and subject to U.S. Customs regulations, cargo in containers may be discharged to public storage, transfer and incidental expense for the removal of such cargo from the container shall be for the account of cargo. At Carrier's option, Carrier may elect to remove Carrier's equipment from terminals or rail ramps to off-terminal/ramp storage facilities. The rate charged for storage at such off-terminal/ramp facilities will be the rate of the respective rail ramp, the storage facility or the applicable steamship line tariff rate, whichever is higher. All costs associated with the removal, including the drayage, will be for account of cargo. All charges must be satisfied prior to the pick up or delivery of any such equipment.

C. Free Time and Demurrage at Destination Motor Yard (MY):

1. All dry freight containers held with cargo at a destination MY, whether the shipment therein occupies a full container or not, and whether the Carrier has provided chassis for the containers or not, will otherwise be in accordance with local rail or motor terminal tariffs as applicable at the destination points.
2. At the discretion of the Carrier, and subject to U.S. Customs regulations, cargo in containers may be discharged to public storage, transfer and incidental expense for the removal of such cargo from the container shall be for the account of cargo. At Carrier's option, Carrier may elect to remove Carrier's equipment from terminals or rail ramps to off-terminal/ramp storage facilities. The rate charged for storage at such off-terminal/ramp facilities will be the rate of the respective rail ramp, the storage facility or the applicable steamship line tariff rate, whichever is higher. All costs associated with the removal, including the drayage, will be for account of cargo. All charges must be satisfied prior to the pick up or delivery of any such equipment.

Assessment of Demurrage in Port Tie-Ups:

Application of this rule covering free time and demurrage on container cargo is subject to notification by Carrier of the existence of a port tie-up as described herein. Where the consignee is prevented from removing the containers with the cargo from the CY by factors beyond his control, such as, but not limited to, longshoreman's strikes, trucking strikes or weather conditions which affect the entire port area or a

- Evergreen Line Tariff Rule Report

substantial portion thereof ; or where the Consignee is prevented from removing the containers by a longshoreman s strike which affects only one pier or less than a substantial portion of the port area; then , in either event, freetime and demurrage will be calculated and demurrage assessed as follows:

A. Containers on Free Time at Commencement of Port Tie-Up:

1. Free timewill be extended for a period equal to the durationof the port tie-up.
2. In the case of a longshoremen's strike which exceeds five (5) days in duration, this extended free time will be further extended by an additional period of five (5) days, exclusive of Saturdays, Sundays, and legal holidays provided the container is actually removed by the Consignee within the additional five (5) days period or provided under appointment system referred in paragraph C. below. Otherwise, the additional extension is nullified and demurrage will commence upon termination of the free time as calculated in paragraph 1 above.

B. Containers in the First Demurrage Period at Commencement of Port Tie-Up:

1. Demurrage will continue to be assessed but the First(1st) demurrage period will be extended for a period equal to the duration of the port tie-up.
2. In the case of a longshoremen's strike exceeding five (5) days in duration, the extended first demurrage period will be further extended by an additional period of five (5) calendar days provided the container is actually removed by the Consignee within the additional five (5) days period or as provided under appointment system referred to in paragraph C. below. Otherwise the additional extension is nullified and the second demurrage period will commence upon termination of the first (1st) demurrage period as calculated in paragraph B (1) above.

C. Appointment System:

If pursuant to this Appointment System acceptable to both the Carrier and Consignee the container is actually removed by the Consignee within twenty-four (24) hours after notification to the Consignee that the container is available for pick-up and readily

D. Containers in the Second (2nd) or any succeeding Demurrage Period at Commencement of Port Tie-Up:

Demurrage will continue to be assessed but charges will reduced to the first (1st) demurrage period charges for the duration of the Port Tie-Up. Upon termination of the Port Tie-Up charges will revert to those of the demurrage period and for the balance of time remaining in that period when the Port Tie-Up commenced.

- E. The Carrier shall not be responsible for delays in delivering containers when such delays results from cargo being detained in Customs orQuarantine. Any demurrage charges that are accrued resulting from delays in Customs and/or Quarantine are to be billed for account of cargo.
- accessible, time will be extended for not more than twenty-four (24) hours beyond the additional free time or demurrage period referred to in paragraphs A and B above.
- accessible, time will be extended for not more than twenty-four (24) hours beyond the additional free time or demurrage period referred to in paragraphs A and B above.



- Evergreen Line Tariff Rule Report

ShipmentLink provides e-Commerce services for Evergreen Line.

All information is subject to change without prior notice.

Use of ShipmentLink services, is covered by the ShipmentLink's "Legal Terms of Use and Copyright". Please read the current version of Legal Terms of Use and Copyright which you may access by clicking on the "Legal Terms of Use and Copyright" on the bottom of the page at <http://www.shipmentlink.com>.

By using the information contained in this report you are deemed to have accepted and agreed to be bound by the Terms of Use and the Copyright Statement.