



TARIFF RULES LISTING
EVERGREEN LINE - TARIFF # 601

TARIFF EQUIPMENT INTERCHANGE TARIFF

RULE# APP TITLE

036-I01 N DEMURRAGE & DETENTION FOR POD IN USA & PUERTO RICO
Filed on: 20260910 Effective: 20261010 Thru: Expire:

RULE TEXT

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

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) (Including Saturday, Sunday and Legal holiday if the terminal is open)	4 working days	2 working days	2 working days
Los Angeles, CA (APMT P400) (Including Saturday, Sunday and Legal holiday if the terminal is open)	4 working days	2 working days	2 working days
Long Beach, CA (Including Saturday, Sunday and Legal holiday if the terminal is open)	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 Maher Terminal (including Saturday, Sunday and legal holiday if terminal open for delivery)	4 working days	2 working days	2 working days
New York, NY Except Maher Terminal (including Saturday, Sunday and legal holiday if terminal open for delivery)	4 working days (including tank container)	2 working days	2 working days
Boston, MA Free time excludes ILA Holidays, except when terminal is open for Truck Movement. When the free time is to expire on the day before a holiday, the free time period will be extend to include the date of the holiday.	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 workingdays
Charleston, SC	7 calendar days	2 working days	3 calendar days
New Orleans, LA	5 working days	2 working days	2 working days
Mobile, AL (including Saturday, Sunday and legal holiday if terminal open for delivery)	5 working days	2 working days	2 working days
Miami, FL Tampa, FL Port Everglades, FL Jacksonville, 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

(##) Any container requiring delivery and receipt to authorized Bayport/Barbours Cut freight handler 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 (Maher Terminal only)(USNYCT)
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

Demurrage Charge : USD 309 for the 1st day
USD 440 for the 2nd day and on

- 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)
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Ports	Dry	Reefer and Special Equipment*
Tacoma, WA	1 - 5 day : USD 290 6 day & after : USD 320	Reefer Equipment : 1 - 2 day : USD 380 3 day & after : USD 510 Special Equipment : 1 - 2 day : USD 290 3 - 5 day : USD 320 6 day & after : USD 450
Seattle, WA	1 - 5 day : USD 290 6 day & after : USD 320	Reefer Equipment : 1 - 2 day : USD 380 3 day & after : USD 510 Special Equipment : 1 - 2 day : USD 290 3 - 5 day : USD 320 6 day & after : USD 450
Demurrage charge per working day Los Angeles, CA	For 20', 40' except 45' 1 - 5 day : USD 290 6day & after : USD 320 For 45' 1 - 5 day : USD 290 6 - 10 day : USD 320 11 days & after: USD 450	Reefer Equipment : 1 - 2 day : USD 450 3 day & after : USD 570 Special Equipment : 1 - 2 day : USD 290 3 - 5 day : USD 320 6 day & after : USD 450
Demurrage charge per working day Long Beach, CA	For 20', 40' except 45' 1 - 5 day : USD 290 6 day & after : USD 320 For 45' 1 - 5 day : USD 290 6 - 10 day : USD 320 11 day & after : USD 450	Reefer Equipment : 1 - 2 day : USD 450 3 day & after : USD 570 Special Equipment : 1 - 2 day : USD 290 3 - 5 day : USD 320 6 day & after : USD 450
Demurrage charge per working day Oakland, CA Except USOKLA	1 - 5 day : USD 290 6 day & after : USD 320	Reefer Equipment : 1 - 2 day : USD 450 3 day & after : USD 570 Special Equipment : 1 - 2 day : USD 290 3 - 5 day : USD 320 6 day & after : USD 450
Oakland, CA, only for USOKLA	1 - 5 day : USD 290 6 day & after : USD 320	Reefer Equipment : 1 - 2 day : USD 450 3 day & after : USD 570 Special Equipment : 1 - 2 day : USD 250 3 - 5 day : USD 300 6 day & after : USD 450
New York, NY Maher Terminal (USNYCT)	1 - 4 day : M: USD 222, L: USD 114 = USD 336 5 - 9 day : M: USD 291, L: USD 161 = USD 452 10 day & after : M: USD 507, L: USD 106 = USD 613 Reefer Equipment : 1 - 3 day : M: USD 542, L: USD 164 = USD 706 4 day & after : M: USD 776, L: USD 164 = USD 940 Special Equipment : 1 - 3 day : M: USD 426, L: USD 130 = USD 556 4 day & after : M: USD 669, L: USD 130 = USD 799 Tanks : 1 - 3 days : M: USD 321, L: USD 130 = USD 451 4 day & after : M: USD 559, L: USD 130 = USD 689	

- Demurrage charges combined Evergreen Line (L) and Maher Terminal's (M) demurrage charges.
- Demurrage charges including Reefer Electricity charges

New York, NY Except Maher Terminal	Dry except 45': 1 - 4 day : USD 350 5 - 9 day : USD 450 10- 29 day : USD 600	Reefer Equipment: 1 - 3 day : USD 744 4 - 6 day : USD 955 7 day & after : USD 1260
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	Dry 45'	1 - 3 day : USD 540
	1 - 4 day : USD 370	4 day & after : USD 750
	5 - 9 day : USD 480	
	10 - 29 day : USD 650	
	30 day & after : USD 900	
Demurrage charge per calendar day		
Boston, MA	1 - 5 day : USD 280	Reefer Equipment :
	6 - 9 day : USD 330	1 - 2 day : USD 490
	10 - 29 day : USD 440	3 - 9 day : USD 665
	30 days & after: USD 560	10 day & after : USD 950
		Special Equipment :
		1 - 2 day : USD 350
		3 day & after : USD 595
Charleston, SC	1 - 5 day : USD 280	Reefer Equipment :
Norfolk, VA	6 day & after : USD 300	1 - 2 day : USD 430
Port Everglades, FL		3 day & after : USD 540
Savannah, GA		Special Equipment:
		1 - 2 day : USD 250
		3 - 5 day : USD 300
		6 day & after : USD 450
Houston, TX	1 - 5 day : USD 290	Reefer Equipment :
New Orleans, LA	6 day & after : USD 320	1 - 2 day : USD 450
		3 day & after : USD 570
		Special Equipment :
		1 - 2 day : USD 290
		3 - 5 day : USD 320
		6 day & after : USD 450
Miami, FL	1 - 5 day : USD 290	Reefer Equipment :
	6 - 10 day : USD 320	1 - 2 day : USD 450
	11 day & after : USD 370	3 day & after : USD 570
		Special Equipment:
		1 - 2 day : USD 290
		3 - 5 day : USD 320
		6 day & after : USD 450
Mobile, AL	1 - 5 day : USD 290	Reefer Equipment :
	6 day & after : USD 320	1 - 2 day : USD 450
		3 day & after : USD 570
		Special Equipment:
		1 - 2 day : USD 290
		3 - 5 day : USD 320
		6 day & after : USD 450
Baltimore, MD	1 - 4 day : USD 280	Reefer Equipment :
	5 - 8 day : USD 300	1 - 2 day : USD 450
	9 days & after : USD 390	3 day & after : USD 620
		Special Equipment:
		1 - 2 day : USD 280
		3 - 5 day : USD 360
		6 day & after : USD 476
Tampa, FL	1 - 5 day : USD 290	Reefer Equipment :
Jacksonville, FL	6 day & after : USD 320	1 - 2 day : USD 450
		3 day & after : USD 570
		Special Equipment:
		1 - 2 day : USD 290
		3 - 5 day : USD 320
		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:

- 1) The applicable Demurrage (DM) rate after Extended Free Time ("EFT") has expired is unaffected by the suspension of DM during EFT. DM shall commence after any applicable Extended Free Time ("EFT") on the day after EFT expires. The DM rate applicable shall be the standard rate for DM calculated without any consideration of EFT.

For the avoidance of doubt, as an example, a container that exhausts its standard Free Time ("FT") of 5 working days followed by exhaustion of an EFT period of 5 working days would owe no DM until the day following the combined 10 working days of allowed FT and EFT

However, the rate for DM commencing on day 11 would be calculated as if it was on day 6 of DM. In short, while EFT suspends the obligation to pay DM during the time EFT is applied, it does not affect the calculation of the rate of DM should DM charges accrue after EFT. That is, the applicable rate for DM will be calculated including the days the equipment was on EFT.

All are in conformity with the governing contract terms and conditions and tariffs.

- 3) No multiple container rule except Boston. Detail for Boston multiple container rule filing. Please refer to Conley Marine Terminal Tariff, table 1 and table 2.
 - 3a) For extension of free time for shipments to Boston (Conley Terminal), please refer to Conley Marine Terminal Tariff, Rule 37A and 37B.
 - 4) 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.
 - 5) 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.
 - 6) Carrier may extend the allowable free time on any merchandise if terminal operations 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) 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.
 - 16) For any Import Loaded container that is drayed out from the terminal due to Customs inspection, re-stuffing or any other reason, and is to be returned to the terminal for Return or Re-Export, then demurrage will apply from the next date the loaded container returns back to the terminal until the Export Vessel Cut Off.
 - 17) For any import loaded shipment that needs to switch to an export-loaded shipment without terminal gate out activities, demurrage will apply from the next day shipment switched to export until the export vessel cut off.
- C) Calculation of Demurrage:
- Applicable to: Tacoma, WA (USTCMC) / Seattle, WA
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- 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: Miami, FL, Port Everglades, FL, New Orleans, LA, Jacksonville, FL
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- 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.



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Applicable to: Tampa, FL

Standard free time shall commence at 08:00am 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 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

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. Cargo/containers 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. Each day that the gates are open for delivery of cargo shall count as a day of free time.

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 00:01 am 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 00:01 am after the discharge of the entire vessel and shall end at 23:59 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, USCHSL)

Standard free time shall commence at 00:01 am after the discharge of respective 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 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 (ETS-OAK) (USOKLT),

Standard free time shall commence at 03:00 am after the discharge of the respective container from the vessel and shall end at 02:59am 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: Oakland, CA (Trapac)(USOKLG)

Standard free time shall commence at 04:00 am after the discharge of the respective container from the vessel and shall end at 03:59 am 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 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, USLAXM)
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

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:

In this tariff rule, the expression "destination CY" includes but is not limited to inland ports, trucker yards, and inland rail ramps where the Carrier collects rail storage. All freight containers held with cargo at a destination CY, whether the shipment there in occupies a full container or not, shall be subject to the following free time and demurrage.

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

1. Free Time (Dry Vans):

Free time period starting and expiration times will be in accordance with the local rail within the relevant free time period will be charged demurrage at the applicable rate.

Portland, OR (Northwest Container Services)	7 Calendar days
Portland, OR (Portland Container Repair)	7 Calendar days
Greer, SC (South Carolina Inland Port Terminal)	7 Calendar days
Dillon, SC (Inland Port Dillon)	7 Calendar days
Richmond, VA (Richmond Marine Terminal)	7 Calendar days
Milwaukee, WI (Forward Intermodal)	7 Calendar days
Front Royal, VA (Virginia Inland Port)	7 Calendar days
Chatsworth, GA (Appalachian Regional Port)	5 Calendar days

Jacksonville, FL (Dames Point ICTF)	4 Calendar days
Philadelphia, PA (Delaware River Stevedores)	2 Calendar days
Indianapolis, IN (ITS ConGlobal)	2 Calendar days

2. Demurrage Charges: (Dry Vans with charges applicable per container, per day)

Portland, OR (Northwest Container Services)	Day 1-5: \$120 ; Day 6 +: \$175
Portland, OR (Portland Container Repair)	Day 1-5: \$120 ; Day 6 +: \$175
Greer, SC (South Carolina Inland Port Terminal)	Day 1-5: \$120 ; Day 6 +: \$175
Dillon, SC (Inland Port Dillon)	Day 1-5: \$120 ; Day 6 +: \$175
Richmond, VA (Richmond Marine Terminal)	Day 1-5: \$120 ; Day 6 +: \$175
Milwaukee, WI (Forward Intermodal)	Day 1-5: \$120 ; Day 6 +: \$175
Front Royal, VA (Virginia Inland Port)	Day 1-2: \$200 ; Day 3 +: \$215
Chatsworth, GA (Appalachian Regional Port)	Day 1-5: \$120 ; Day 6 +: \$175

Jacksonville, FL (Dames Point ICTF)	Day 1-5: \$120 ; Day 6 +: \$175
Philadelphia, PA (Delaware River Stevedores)	Day 1-5: \$120 ; Day 6 +: \$175
Indianapolis, IN (ITS ConGlobal)	Day 1-5: \$120 ; Day 6 +: \$175

3. Calculation of Demurrage:

Applicable to: Greer, SC (South Carolina Inland Port Terminal),
Richmond, VA (Richmond Marine Terminal), Front Royal, VA (Virginia Inland Port)
Chatsworth, GA (Appalachian Regional Port)

Free time will begin with the first midnight (00:01) after the deramp/receipt. Any loaded container on the terminal, after free time expires, will accrue a daily charge with the day of removal from destination CY to be included in the calculation of demurrage.

The remaining destination CYs are in accordance to the Free Time Period starting and expiration times with the local rail, motor, or terminal rules.

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.

- 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.
- 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 unless proven to be completely random holds, are to be billed for account of the cargo.
- 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):

- All dry freight containers held with cargo at a destination RY, whether the shipment there 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.



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 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.

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 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, free time and demurrage will be calculated and demurrage assessed as follows:

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

1. Free time will be extended for a period equal to the duration of 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 be 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 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 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.

Detention for Port of Discharge in USA.

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A. Detention Charges

The Billed Party, as identified in the applicable service contract or other contract of carriage, or otherwise as determined under applicable law, shall pay Evergreen Detention Charges, including applicable usage fees, for retaining possession or control of containers and, if applicable, chassis provided by Evergreen (collectively, the "Equipment") beyond the applicable Free Time. Such Detention Charges shall be calculated on a working-day basis as set forth in the Table below:

- a) The Billed Party shall be allowed the applicable Free Time as defined in the Table below. Free Time commences on the day the Equipment is picked up, includes the day of return, and is

Detention Charges.

- b) Detention charges commence on the first working day following expiration of applicable Free Time and continue, on a working-day basis, through and including the day the Equipment is returned. As used in the Detention for Port of Discharge in USA provisions, "day" shall be a 24-hour period ending at 12:00 midnight, or any fraction of such period. "Working day" means a day on which the applicable return location is open and operating with gate activity.
- c) Where a full import Equipment (not reefer), which the Motor Carrier has taken possession of, is intended to be used for a full export shipment without first returning the Equipment empty (a "Street Turn"), the Motor Carrier must submit a Street Turn request and obtain Evergreen's prior approval. Upon Evergreen's prior approval, the Billed Party will be entitled to four (4) additional working days of Free Time commencing on the date of approval, provided that the Equipment is utilized for an export shipment. For the avoidance of doubt, notwithstanding the subsequent use of the Equipment for an export shipment pursuant to an approved Street Turn, the applicable Detention Charges shall continue to be determined in accordance with the Table below. After expiration of the applicable Free Time, the Billed Party shall be responsible for paying Detention Charges to Evergreen, as set forth in the Table below. Without Evergreen's prior approval of the Street Turn request, the Billed Party will not be entitled to the additional four (4) working days of Free Time, and shall remain responsible for any applicable Detention Charges after expiration of applicable Free Time.
- d) Evergreen shall invoice the Billed Party for Detention Charges, which shall be due and payable within thirty (30) days of the invoice date. Evergreen may, in its sole discretion, charge interest on any unpaid Detention charges beginning on the thirty-first (31st) day after the invoice date at the highest rate permitted by applicable law.
- e) Evergreen's delay or failure to take action to collect any Detention Charges shall not constitute a waiver of Evergreen's rights to collect such charges.
- f) The Billed Party shall be responsible for all costs and expenses, including attorneys' fees, incurred by Evergreen in collecting amounts due hereunder.
- g) Except as otherwise expressly provided herein, all charges and Free Time provisions hereunder shall be subject to the terms and conditions of any applicable service contract or contract of carriage.
- h) The Detention for Port of Discharge in USA provisions shall apply to import shipments for which the applicable demurrage free time commences on or after the effective date of this Rule.
- i) Evergreen's Detention Charges are intended to serve as a reasonable incentive to promote the efficient utilization, availability, and timely return of Equipment, and to facilitate freight fluidity throughout the transportation supply chain.
- j) If a service contract provides for Extended Free Time ("EFT"), such EFT only suspends the obligation to pay Detention Charges during the period in which the EFT applies, but does not affect the calculation of the number of days elapsed after the expiration of unextended Tariff Free Time ("TFT") for purpose of determining the applicable tiers for Detention Charges set forth in the Table below.

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

(Container)

Type of Container	Tariff Free Time (TFT)	1st Excess period 1st to 5th working days	2nd Excess period From 6th working day
20'/40'/45' Dry container or Non-operating Refrigerated	Pick-up day + 4 working days	\$200/working day	\$250/working day
Type of Container	Tariff Free Time (TFT)	1st Excess period 1st to 4th working days	2nd Excess period From 5th working day
Refrigerated	Pick-up day + 3 working days	\$435/working day	\$485/working day
Flatbed, Flat Racks, Open Tops, Tanks	Pick-up day + 4 working days	\$350/working day	\$380/working day

(Chassis)

Type of Chassis	Tariff Free Time (TFT)	Excess period From 1st working day
Chassis used for 20'/40'/45' dry container or Non-operating Refrigerated	Pick-up day + 4 working days	\$40/working day
Chassis used for refrigerated container	Pick-up day + 3 working days	\$40/working day
Chassis used for flatbed, flat racks, open tops, tanks	Pick-up day + 4 working days	\$40/working day
Bare chassis	No free time	\$95.00/working day
Bare Gen-Set chassis	No free time	\$145.00/working day



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