

Crowley Liner Org 025816 Tariff 001	<b>Date Filed:</b> 10-15-2021	<b>Date Effective:</b> 10-16-2021	<b>Rule #:</b> 34	<b>Revision:</b> 02 <b>Publishing Code:</b> C
<b>Rule Name:</b>	Detention and Demurrage			

Detention and Demurrage Free Time and Per Diem will be assessed per the sub rules under this rule.

**DEMURRAGE**

- **Import:** Free time will commence on the first calendar day following complete discharge of the vessel.
- **Export:** Free time will commence on the first calendar day following receipt of the equipment by the ocean carrier.
- Equipment delivered to Carrier prior to the Free Time period or Equipment remaining in Carrier's Facility beyond its published sailing date, through no fault of Carrier, shall be assessed Demurrage.
- Demurrage charges will not be applied if through no fault of Shipper, the Equipment remains at Carrier's Facility after published sail date or expiration of free time. This includes instances where the published sail date is changed to a future date or Equipment is rolled by Carrier to a later voyage.
- Once Free time has expired, Demurrage shall apply to and run continuously on all Equipment remaining on Carrier's Facility and cease when such Equipment is returned to the port.

**DETENTION:**

- **Port Move:** Free time will commence on the first calendar day following equipment departing the Carrier's facility.
- **Door Move:** Free time will commence on the first calendar day following equipment arriving at Customer's facility.
  - A door move is when Crowley is providing the inland service.
- Once Free time has expired, Detention shall apply to and run continuously on all Equipment and will cease when returned to Carrier's Facility, picked up from Customer's facility or once customer advises equipment is empty and ready for pickup.

**CENTRAL AMERICA:** Free time is considered detention and demurrage combined.

- **IMPORT:** Free time will commence on the first calendar day following complete discharge of the vessel and will end once equipment is returned to Carrier's Facility or Carrier is notified empty equipment is ready for pick up.
- **EXPORT:** Free time will commence on the first calendar day following the release of the equipment by the ocean carrier and will end once equipment is returned to Carrier's facility.

**NOTES**

- In an instance in which container trailer remains undelivered after expiration of Free Time, the carrier reserves the right to place the cargo in public storage with all related charges for the account of the cargo.
- Working or Business days are defined as Monday through Friday excluding legal Holidays.
  - If a legal Holiday falls before the expiration of free time, it is considered additional free time.
  - Upon expiration of free time, all Saturday, Sundays, and legal Holidays will be subject to the respective charge per day
- On Southbound equipment that is re-booked and shipped Northbound, in addition to Southbound Free Time Allowance, Northbound Free Time will apply.

**PAYMENT**

- Payment of charges are to be in US dollars.
- Payment for demurrage/detention charges are due upon Carrier's or Vendor's presentation of invoice for charges accrued under the provisions of its applicable tariff.

Crowley Liner Org 025816 Tariff 001	<b>Date Filed:</b> 10-15-2021	<b>Date Effective:</b> 10-16-2021	<b>Rule #:</b> 34	<b>Revision:</b> 02 <b>Publishing Code:</b> C
<b>Rule Name:</b>	Detention and Demurrage			

- Crowley Liner Services has entered into an agreement with below vendors to manage the billing and collections of demurrage, detention and energy charges incurred.
- These vendors will invoice on the behalf of Crowley and payments should be made directly to these vendors to the addresses below.

Vendor	Address	Billing Questions	Collection Questions	Location Charges are Incurred	Phone Numbers
Carrier Credit Services, Inc. (CCS)	5350 W Hillsboro Blvd., Ste. 107 Coconut Creek, FL 33073	<a href="mailto:billing@ccspr.net">billing@ccspr.net</a>	<a href="mailto:collections@ccpr.net">collections@ccpr.net</a>	United States	954-739-7339
				US Virgin Islands	954-739-7339
				Puerto Rico	787-753-0303

- Payments due, more than the 30 (thirty) day period of credit, will be considered to be "delinquent". In the event, the Shipper and/or consignee, (Hereinafter "Shipper/Consignee") is delinquent in making payment to the Carrier that is party to the Credit Agreement (Hereinafter referred to as a "Party"), its 30 (thirty) days credit privileges will be revoked. Thereafter a cash bond (or other form of acceptable security) to cover anticipated demurrage charges, must be deposited with the Parties' third agent as set forth in paragraphs (a) - (f) below, prior to the future release of Party's equipment to the Consignee/Shipper.
  - The shipper/consignee shall post a deposit with the Parties' designated agent in the minimum amount of \$100 per unit for dry equipment (container or trailer) and \$250 for reefer equipment (container or trailer) in cash or by cashier's check drawn on a Local Bank.
  - In event the Shipper/Consignee fails to post the deposit set forth in paragraph (a) above, the applicable deposit due shall be considered additional charges due and constitute a lien.
  - Equipment shall not be released by the Party until the deposit due has been paid.
  - In the event all demurrage charges owed to a Party are not paid within 10 (ten) days from the expiration of the Credit privilege, the deposit shall be forfeited and the shipper/consignee shall be obligated to post a replacement deposit within two (2) business days failing which the provisions of paragraphs (b) and (c) above shall apply.
  - In the event that the deposit posted and forfeited as per paragraphs (a) and (d) above shall be insufficient to pay all outstanding demurrage charges owed to the Party, the provisions of paragraph (b) and (c) shall apply.
  - Credit privileges of 30 (thirty) days shall be restored when all outstanding Demurrage charges owed to the Party have been paid in full.

## **DISPUTES**

Invoice disputes must be submitted within thirty (30) days of receiving the invoice and sent to

[DetDem.dept@crowley.com](mailto:DetDem.dept@crowley.com) with supporting documentation for the dispute. Include the below information to expedite resolution:

- Invoice number(s) or provide invoice copy, if available
- Billing party
- Contact information
- Contract holder
- Reason for dispute i.e. contract terms, service failures, calculation errors
- Any pertinent information, documents, or email communications that will assist in reviewing the dispute (items such as emails advising intermodal delays, contract changes, etc.)

Crowley Liner Org 025816 Tariff 001	<b>Date Filed:</b> 10-15-2021	<b>Date Effective:</b> 10-16-2021	<b>Rule #:</b> 34	<b>Revision:</b> 02 <b>Publishing Code:</b> C
<b>Rule Name:</b>	Detention and Demurrage			

If a dispute is not received within the 30-day timeframe from receipt of the applicable invoice, then the applicable invoice will be considered valid for payment. Crowley reserves all rights and remedies including those under the contract, tariff terms and conditions, and any credit agreement, which may include but are not limited suspension of credit, legal action, late fees, and interest.

Dispute resolution will be completed within 30 days of receiving the invoice dispute.