

Crowley Caribbean Logistics, LLC Org 023477 Tariff 004	Date Filed: August 1, 2022	Date Effective: August 1, 2022	Rule 21-1 Detention and Demurrage	Revision: 1st Revised Publishing Code: C
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Detention and Demurrage

1. For the purpose of this rule, the term “Shipper” shall mean the Shipper, the Consignee or any person acting for or on behalf of the Shipper or Consignee. For the purpose of this rule, the term “Equipment” shall mean containers (dry & refrigerated), trailers (dry & refrigerated), specialized equipment (flat racks, flat beds, platforms, open tops, tanks and equipment not otherwise specified herein), chassis.
2. Detention is defined as: Equipment detained beyond a published period of time. When equipment is incurring detention, the equipment is not in the carrier’s possession.
3. Demurrage is defined as: Equipment remaining on port facilities beyond a published period of time. When equipment is incurring demurrage, the equipment is in the carrier’s possession.
4. Free Time is defined as: A published period of time a shipper has for container pick up within port facilities (Demurrage) and published period of time a shipper has to return equipment to Carrier or Carrier’s Agent (Detention).

Charges:

Carrier will treat carrier detention & demurrage charges as a pass-through charge and add a \$50 administrative fee per container.

DISPUTES

Invoice disputes must be submitted within thirty (30) days of receiving the invoice and sent to 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
- Reason for dispute i.e., 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, etc.)

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.