

Crowley Liner Org 023286 Tariff 002	Date Filed: 9/19/18
Rule Name: Detention and Demurrage	Date Effective 9/19/18
	Revision: Original Publishing Code: I

Detention and Demurrage Free Time and Per Diem will be assessed per subrules under this rule.

Freetime will commence at 0800 hours following complete discharge of the vessel.

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. Free Time shall commence at 0800 on the Day following receipt by Carrier of the Equipment at Carrier's Facility. 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 loaded on board the vessel. 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.

Upon expiration of Free Time, demurrage/detention charges will apply until return of container trailer to carrier's facility.

In an instance wherein 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.

On Southbound equipment that is re-booked and shipped Northbound, in addition to Southbound Free Time Allowance, Northbound Free Time will apply.

Demurrage charges southbound applicable per day or fraction thereof including Saturdays, Sundays and legal holidays.

Payment of charges are to be in US dollars or its equivalent in the Currency of the country of payment at the exchange rate of the Central Bank plus an administration charge of two (2) percent.

Payment for demurrage charges is due upon a carrier's presentation of invoice for charges accrued under the provisions of its applicable tariff.

Payments due, in excess of the 30 (thirty) day period of credit set forth above, 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.

(a) 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 cashiers check drawn on a Local Bank.

(b) 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.

(c) Equipment shall not be released by the Party until the deposit due has been paid.

(d) 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.

(e) 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.

(f) Credit privileges of 30 (thirty) days shall be restored when all outstanding Demurrage charges owed to the Party have been paid in full.
