



A program of the Intermodal Association of North America

January 23, 2020

Transmitted Via Email

**“IMPORTANT – PLEASE READ CAREFULLY”
OFFICIAL NOTIFICATION**

TO: UIIA Motor Carrier Participants
FROM: Debbie Sasko, AVP Information Services
SUBJECT: Amendment to APL Co. Pte Ltd. and ANL Singapore Pte Ltd Addenda to the UIIA

This document shall serve as an “Official Notification” of **amendments to the APL Co. Pte Ltd. and ANL Singapore Pte Ltd Addenda** to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), **effective March 3, 2020**. As subsidiaries of the CMA-CGM Group, APL and ANL have decided to adopt the same terms of the current CMA-CGM (America) LLC addendum, with the exception that APL and ANL will each maintain their own free time and per diem terms. For your reference a copy of the revised APL and ANL addenda are to follow in their entirety.

Please note that the adoption of the CMA-CGM (America) LLC addendum terms also includes their insurance requirements. Effective March 3, 2020, Motor Carriers doing business with APL Co. will need to ensure that their trailer interchange insurance policy limit meets the new requirement of \$25,000 per trailer.

As party to the UIIA and doing business with APL Co. Pte Ltd and/or ANL Singapore Pte Ltd, you will be responsible for payment of the Daily Charges outlined in each addendum. Please be sure to read this amendment carefully and replace it the current copy of the APL and ANL addenda to the UIIA maintained at your office with the updated copies to follow.

Should you have any questions regarding the Official Notification Procedure please feel free to contact our office at (877)438-8442. Questions regarding the amendment to the APL or ANL addenda should be directed to Bill Fentress at (877)556-6308 or via e-mail to usa-expcsv@cma-cgm.com.

REVISED APL CO. PTE LTD ADDENDUM TO THE UIIA
EFFECTIVE MARCH 3, 2020

The following replaces the current version of the APL Co. Pte Ltd Addendum in its entirety.

A. FREE TIME

For the U.S.:

Free Time period shall consist of the day the equipment is interchanged plus the next three working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled and specialized equipment is day of interchange plus the next two working days. Free Time for other equipment which may be provided, such as trailers, low boy trailers and equipment leased for special projects, shall consist of the day the equipment is interchanged plus the next four working days.

For Canada:

Free Time period shall consist of the day the equipment is interchanged plus the next three working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled and specialized equipment is day of interchange plus the next two working days. Free Time for other equipment which may be provided, such as trailers, low boy trailers and equipment leased for special projects, shall consist of the day the equipment is interchanged plus the next four working days.

B. CHARGES

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below (**Table 1 or Table 2**) from the Provider until said equipment is returned to the Provider. In the event that CMA CGM provides a chassis for moves that are not carrier arranged shipments, a Chassis Provision Charge (CPC) of \$30 per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, the following charge will be applicable until the equipment is returned empty.

SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES

Table 1: Charges below for Equipment provided by APL Co. Pte Ltd at an interchange point within the United States

EQUIPMENT	DAYS 5-8	DAYS 9-12	EACH CALENDAR DAY THEREAFTER
20' Standard	\$150.00 per day	\$200.00 per day	\$250.00 per day
40' Standard	\$150.00 per day	\$200.00 per day	\$250.00 per day
40' High Container	\$150.00 per day	\$200.00 per day	\$250.00 per day
45' Standard	\$150.00 per day	\$200.00 per day	\$250.00 per day

EQUIPMENT	DAYS 4-7	DAYS 8-11	EACH CALENDAR DAY THEREAFTER
20' Open Top	\$215.00 per day	\$260.00 per day	\$305.00 per day
40' Open Top	\$215.00 per day	\$260.00 per day	\$305.00 per day
20' Flat	\$215.00 per day	\$260.00 per day	\$305.00 per day
40' Flat	\$215.00 per day	\$260.00 per day	\$305.00 per day
Sea-deck	\$215.00 per day	\$260.00 per day	\$305.00 per day
Platform	\$215.00 per day	\$260.00 per day	\$305.00 per day

EQUIPMENT	DAYS 4-6	DAYS 7-10	EACH CALENDAR DAY THEREAFTER
Reefer containers (any size)	\$345.00 per day	\$445.00 per day	\$545.00 per day

(APL CO. PTE LTD CONTINUED)

EQUIPMENT	EACH CALENDAR DAY AFTER FREE TIME EXPIRES
Tank containers (any size)	\$195.00 per day

EQUIPMENT	DAYS 6-10	EACH CALENDAR DAY THEREAFTER
All other equipment which may be provided (such as trailers, low boy trailers and equipment leased for special projects)	\$135.00 per day	\$185.00 per day

Table 2: Charges below for Equipment provided by APL Co. Pte Ltd at an interchange point within Canada

EQUIPMENT	DAYS 5-8	DAYS 9-12	EACH CALENDAR DAY THEREAFTER
20' Standard	\$145.00 per day	\$195.00 per day	\$245.00 per day
40' Standard	\$145.00 per day	\$195.00 per day	\$245.00 per day
40' High Container	\$145.00 per day	\$195.00 per day	\$245.00 per day
45' Standard	\$145.00 per day	\$195.00 per day	\$245.00 per day

EQUIPMENT	DAYS 4-7	DAYS 8-11	EACH CALENDAR DAY THEREAFTER
20' Open Top	\$210.00 per day	\$260.00 per day	\$305.00 per day
40' Open Top	\$210.00 per day	\$260.00 per day	\$305.00 per day
20' Flat	\$210.00 per day	\$260.00 per day	\$305.00 per day
40' Flat	\$210.00 per day	\$260.00 per day	\$305.00 per day
Sea-deck	\$210.00 per day	\$260.00 per day	\$305.00 per day
Platform	\$210.00 per day	\$260.00 per day	\$305.00 per day

EQUIPMENT	DAYS 4-6	DAYS 7-10	EACH CALENDAR DAY THEREAFTER
Reefer containers (any size)	\$345.00 per day	\$445.00 per day	\$545.00 per day

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Tank containers (any size)	\$195.00 per day

EQUIPMENT	DAYS 6-10	EACH CALENDAR DAY THEREAFTER
All other equipment which may be provided (such as trailers, low boy trailers and equipment leased for special projects)	\$135.00 per day	\$185.00 per day

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(APL CO. PTE LTD CONTINUED)

C. INSURANCE

Motor Carrier Subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and the certificate of insurance shall specify the limits of the coverage. Such coverage may be written on an Actual Cash Value Basis, but in no event less than \$25,000 (Twenty-Five Thousand Dollars) per unit of Equipment other than Refrigerated and \$40,000 (Forty Thousand Dollars) per unit of Equipment for Refrigerated Equipment, or an amount that may otherwise be required by the providing carrier. Notwithstanding the language of this subparagraph, the Motor Carrier of equipment shall nevertheless be responsible for damage to interchanged equipment while in their care, custody and control.

Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriated authorizing order issued by the regulatory jurisdiction permitting such self-insurance. And, shall where appropriate comply with respect to policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.

Motor Carrier will maintain cargo insurance for an amount not less than \$100,000.00 per unit throughout the period the equipment is in the possession of the Motor Carrier.

Insurance as may be required under this paragraph must be written by an insurance company licensed to write insurance under appropriate Federal or State regulation.

D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by certified mail to APL Co. Pte Ltd, c/o CMA CGM (America) LLC, 5701 Lake Wright Drive, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by APL Co. Pte Ltd.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to APL Co. Pte Ltd.
3. In the event Motor Carrier redelivers Chassis to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Chassis to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Fee of \$35.00 per day, in addition to the above noted costs, assessed from the date of improper delivery until the Chassis is delivered to the point of origin or other location that is no further away than the original delivery location.
4. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Mis-Use Fee of \$700 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions. Notwithstanding the foregoing, in the event Motor Carrier returns/delivers an empty Container to Columbia Group Depot yard in Newark, NJ that did not originate from Maher Terminals in Elizabeth, NJ, a non-origination fee of \$250 per container will be charged to the Motor Carrier to cover the additional cost incurred for the empty return.
5. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.
6. Any request by a Motor Carrier to street turn equipment under its interchange (i.e. reuse empty import equipment in its possession for a subsequent export move without empty return and release from an authorized terminal or depot) must be submitted and approved through the Avantida platform at <https://portal.avantida.com>. Motor Carrier will be responsible for complying with any terms of use of the Avantida platform and for paying a service charge of \$25.00 USD for US locations or \$35.00 CAD for Canadian locations per street turn request directly to Avantida. Any equipment used by Motor Carrier for a street turn that is not submitted and approved through the Avantida platform will be subject to an Unauthorized Street Turn fee of \$250.00 USD per container per occurrence, and detention daily usage/per diem charges at the expiration of free time under the original import interchange

E. METHOD OF DISPUTE PROCESS

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department at Rate.Disputes.Desk@apl.com. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

F. MAINTENANCE AND REPAIR

1. In the event the Equipment, which is offered by the Provider for Interchange, shall require repairs before being interchanged, the Provider shall be responsible for the cost thereof, if acting as repair agent for the Provider, the Motor Carrier may cause the repairs to be made. If the apparent cost for the foregoing repairs exceeds \$50.00 the Motor Carrier, acting as repair agent, shall obtain the consent of the Provider before it causes the repairs to be made.

(APL CO. PTE LTD CONTINUED)

2. While in Motor Carrier's possession, ordinary maintenance and other service adjustments, reasonable wear and tear excepted, occasioned by ordinary use pursuant to this agreement will be:
 1. Absorbed by the Motor Carrier, to the extent of the first \$50.00 of cost
 2. Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00
 3. Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00
 4. Billed to Provider within ninety-(90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.

Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the Classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of

the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. When repairs are affected by the Motor Carrier, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
4. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.
5. Improper repairs: Where repairs or replacements fail to meet the requirement of sub-paragraph (4) herein, the Provider shall forthwith correct the failure and the cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty-(30) days from the date of notice and said instructions must state Motor Carriers agreement to accept collected freight charges, otherwise the material may be treated as scrap.
6. Invoices submitted by Provider for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee of \$30.00, on any invoice, irrespective of the invoice amount.

G. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five-(5) chronological days of the date of loss, theft or destruction of equipment. If Equipment is stolen, Motor Carrier will immediately report the theft to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately with notification. Once written notification and incident report are received by Provider, the per diem charges will be stopped.
2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the cost thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
3. Payment shall be made within thirty-(30) days after the Motor Carrier has been furnished with a statement of the depreciated replacement value for the lost, stolen or destroyed Equipment.
4. Unless otherwise agreed between Provider and Motor Carrier, the Provider shall maintain Ownership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.
5. If Equipment is interchanged to Motor Carrier for more than ninety-(90) days and Motor Carrier is unable to account for the equipment's whereabouts, the Provider reserves the right to consider that the Equipment to be a Total Loss and to invoice the Motor Carrier accordingly.

H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges while the Equipment is out of service, or if the Equipment is extensively damaged, per diem charges will continue until agreement is reached between Provider and the Motor Carrier, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within-(90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

I. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Landing Gear
 - 1.1 Motor Carrier shall provide required maintenance service to Landing gear including minor repair and lubrication while in their possession.

(APL CO. PTE LTD CONTINUED)

2. Tarps and Cables

2.1 The cost of reinstallation or the replacement of damaged tarplins during the period of interchange or upon notation of damage at time of interchange back to the Provider, will be the responsibility of the Motor Carrier.

3. Refrigeration and Heating

3.1 At the time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity to fuel tank.

3.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.

3.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty-(20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.

3.4 Motor Carrier shall be responsible for further protecting the mechanical unit where temperature is lower than the above minimum may occur while in its possession. In furnishing this protection, the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.

3.5 Fuel used to operate unit in either heat or refrigeration service shall comply with all requirements of the Provider or regulatory agency involved in the movement. Type and location of portable units shall be designated by Provider.

3.6 Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.

3.7 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.

3.8 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.

3.9 Notwithstanding any provisions of Section F.2 herein, the Provider shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.

3.10 Prior to redelivery to the Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Provider may, in its sole discretion, refuse to accept its return, or cause the Equipment to be properly cleaned and invoice Motor Carrier the cost thereof.

4. Tires and Tubes

Motor Carrier, at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.

Motor Carrier, at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc. In the event of a tire failure Motor Carrier shall make all repairs at Motor Carrier's own expense. The replacement tire will be of equal size, type and quality.

Photographic evidence of damaged tires will be provided to the Provider in accordance with Section E.4. and the Supplement to Exhibit C of the UIIA for the purpose of assignment of responsibility for the tire damage as well as reimbursement of charges to the Motor Carrier, if applicable.

Invoice to Provider for reimbursement, not to exceed \$275 USD, must be submitted no later than ninety-(90) days following the return of equipment. Reimbursement will be approved based upon reason for tire failure, as determined by Provider based upon photographic evidence provided. In the event Motor Carrier fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement or damages charges pursuant to Provider's most recent Tire Pro-Rata scheduled, a copy of which is Included below.

(APL CO. PTE LTD CONTINUED)

NOTE: "Blowout" will not be recognized as a specific reason for tire failure.

APL Co. Pte Ltd

PROPOSED PRO RATA TIRE

SCHEDULE

TYPE OF DAMAGE	MATERIAL
Cut Sidewall	\$275.00
Cut Sidewall Through Cord	\$275.00
Slid Flat (Usable)	\$110.00
Slid Flat (Tread Depth Below FHWA)	\$275.00
Flat, Patch	\$100.00
Flat, Tube replacement	\$110.00
Cap Off Holding Air	No charge
Cap Off No Air/Run Flat	\$275.00
Tread Chunked	\$275.00
Disposal Fee	No charge

J. TANKS

1. The Motor Carriers agrees, prior to returning empty tank Equipment to Provider, to clean interior, dome and discharge area of the Equipment, and cost thereof will be absorbed by the Motor Carrier. In the event the Equipment is not cleaned prior to return, the Provider may in its sole discretion refuse to accept return of the Equipment, or cause the Equipment to be cleaned and invoice to Motor Carrier the cost thereof.
2. Provider will accept tank Equipment from Motor Carrier provided the Equipment has been filled so as to comply with regulatory requirements.
3. Tanks shall be returned with all gauges, valves, hatch cover, etc. in good operating condition and there should be no evidence of leakage.

EFFECTIVE: May 1, 1998
REVISED: March 3, 2020
Provider Name Change: April 26, 2017
IIEC Revision: September 21, 2018

REVISED ANL SINGAPORE PTE LTD ADDENDUM TO THE UIIA
EFFECTIVE MARCH 3, 2020

The following replaces the current version of the ANL Singapore Pte Ltd Addendum in its entirety.

A. FREE TIME

For the U.S.:

Free Time period shall consist of the day the equipment is interchanged plus the next four working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of free time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled equipment is day of interchange plus the next two working days.

For Canada:

Free Time period shall consist of the day the equipment is interchanged plus the next four working days: Saturdays, Sundays and holidays shall be excluded. Upon Expiration of Free Time, per diem charges shall be assessed on a straight calendar day basis until the equipment is returned.

Exception, free time for temperature controlled equipment is day of interchange plus the next two working days.

When the chassis is also provided by the Provider for Carrier Haulage/Door moves, two calendar days Free Time for the chassis is allowed.

B. CHARGES

The Motor Carrier will be assessed a daily normal use charge and a daily excess use charge as described below (**Table 1 or Table 2**) from the Provider until said equipment is returned to the Provider. In the event that CMA CGM provides a chassis for moves that are not carrier arranged shipments, a Chassis Provision Charge (CPC) of \$30 per day shall be assessed to the Motor Carrier. No Free Time shall apply to the CPC charge. Upon expiration of Free Time, the following charge will be applicable until the equipment is returned empty.

SHIPMENTS ARRIVING/DEPARTING ON ALL SERVICES

Table 1: Charges below for Equipment provided by ANL Singapore Pte. Ltd. at an interchange point within the United States

EQUIPMENT	EACH CALENDAR DAY AFTER FREE TIME EXPIRES	
Dry (any size, including tanks)	\$195.00 per day	
Non-operating Reefer (NOR)	\$250.00 per day	
Special Equipment	\$400.00 per day	

EQUIPMENT	DAYS 4-6	EACH CALENDAR DAY THEREAFTER
Reefer (any size)	\$350.00 per day	\$400.00 per day

EQUIPMENT	EACH CALENDAR DAY AFTER FREE TIME EXPIRES	
Chassis (Canada)	\$80.00 per day	

Table 2: Charges below for Equipment provided by ANL Singapore Pte. Ltd. at an interchange point within Canada

EQUIPMENT	EACH CALENDAR DAY AFTER FREE TIME EXPIRES	
Dry (any size, including tanks)	\$195.00 per day	
Non-operating Reefer (NOR)	\$250.00 per day	
Special Equipment	\$400.00 per day	

EQUIPMENT	DAYS 4-6	EACH CALENDAR DAY THEREAFTER
Reefer (any size)	\$350.00 per day	\$400.00 per day

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C. INSURANCE

Motor Carrier Subscribers shall have in effect insurance covering damage to interchanged equipment while in their care, custody and control and the certificate of insurance shall specify the limits of the coverage. Such coverage may be written on an Actual Cash Value Basis, but in no event less than \$25,000 (Twenty-Five Thousand Dollars) per unit of Equipment other than Refrigerated and \$40,000 (Forty Thousand Dollars) per unit of Equipment for Refrigerated Equipment, or an amount that may otherwise be required by the providing carrier. Notwithstanding the language of this subparagraph, the Motor Carrier of equipment shall nevertheless be responsible for damage to interchanged equipment while in their care, custody and control.

Motor Carriers that are self-insured and so recognized by the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriated authorizing order issued by the regulatory jurisdiction permitting such self-insurance. And, shall where appropriate comply with respect to policies of insurance in excess of self-insured limits through a certificate of insurance specifying excess limits over self-insured limits.

Motor Carrier will maintain cargo insurance for an amount not less than \$100,000.00 per unit throughout the period the equipment is in the possession of the Motor Carrier.

Insurance as may be required under this paragraph must be written by an insurance company licensed to write insurance under appropriate Federal or State regulation.

D. ADDITIONAL TERMS AND CONDITIONS

1. Lost or stolen equipment must be reported by certified mail to ANL Singapore Pte. Ltd., c/o CMA CGM (America) LLC, 5701 Lake Wright Drive, Norfolk, VA 23502, Attn: Equipment Manager. Stolen reports must be accompanied by a police report. It is to be understood that the Motor Carrier is responsible for per diem until notification is received by ANL Singapore Pte. Ltd.
2. The Motor Carrier is responsible for per diem, fines, encumbrances, condition, and the ultimate safe return of the equipment to ANL Singapore Pte. Ltd.
3. In the event Motor Carrier redelivers Chassis to Provider at a geographical location different from where it was originally accepted, without prior written approval from Provider, Motor Carrier agrees to pay Provider all costs Provider may incur to return said Chassis to its point of origin, or other location that is no further away than the original delivery location. Motor Carrier agrees to pay a Mis-Delivery Fee of \$35.00 per day, in addition to the above noted costs, assessed from the date of improper delivery until the Chassis is delivered to the point of origin or other location that is no further away than the original delivery location.
4. In the event Motor Carrier returns/delivers an empty Container contrary to Provider's Empty Return Instructions (i.e. at the wrong interchange or container yard, or under the wrong interchange and/or company), Motor Carrier agrees to pay a Mis-Use Fee of \$700 per occurrence, in addition to any per diem charges (see Section B) incurred from the initial interchange (outbound) up to the date of interchange in accordance with Provider's Empty Return Instructions. Notwithstanding the foregoing, in the event Motor Carrier returns/delivers an empty Container to Columbia Group Depot yard in Newark, NJ that did not originate from Maher Terminals in Elizabeth, NJ, a non-origination fee of \$250 per container will be charged to the Motor Carrier to cover the additional cost incurred for the empty return.
5. In accordance with Section E.5 of the UIIA, all Equipment shall be returned to the Provider in a clean condition. In addition, all empty Equipment returned to Provider shall be free of hazmat placards and hazmat residue. Equipment cleaning and/or hazmat placard removal shall be billed at a minimum of \$60 (sixty dollars) charge per unit to the Motor Carrier.
6. Any request by a Motor Carrier to street turn equipment under its interchange (i.e. reuse empty import equipment in its possession for a subsequent export move without empty return and release from an authorized terminal or depot) must be submitted and approved through the Avantida platform at <https://portal.avantida.com>. Motor Carrier will be responsible for complying with any terms of use of the Avantida platform and for paying a service charge of \$25.00 USD for US locations or \$35.00 CAD for Canadian locations per street turn request directly to Avantida. Any equipment used by Motor Carrier for a street turn that is not submitted and approved through the Avantida platform will be subject to an Unauthorized Street Turn fee of \$250.00 USD per container per occurrence, and detention daily usage/per diem charges at the expiration of free time under the original import interchange

E. METHOD OF DISPUTE PROCESS

1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department at 5701 Lake Wright Drive, Norfolk, VA 23502/ fax number: (703)341-1385/ email: detdemdisputes@anlusa.com. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

F. MAINTENANCE AND REPAIR

1. In the event the Equipment, which is offered by the Provider for Interchange, shall require repairs before being interchanged, the Provider shall be responsible for the cost thereof, if acting as repair agent for the Provider, the Motor Carrier may cause the repairs to be made. If the apparent cost for the foregoing repairs exceeds \$50.00 the Motor Carrier, acting as repair agent, shall obtain the consent of the Provider before it causes the repairs to be made.

(ANL Singapore Pte. Ltd. CONTINUED)

2. While in Motor Carrier's possession, ordinary maintenance and other service adjustments, reasonable wear and tear excepted, occasioned by ordinary use pursuant to this agreement will be:
 1. Absorbed by the Motor Carrier, to the extent of the first \$50.00 of cost
 2. Billed to and borne by Provider for the excess when cost thereof exceeds \$50.00
 3. Authorized by Provider prior to commencement of repairs when estimated cost thereof would exceed \$50.00
 4. Billed to Provider within ninety-(90) days from the date the repairs agreed upon between the Provider and the Motor Carrier.

Determination of "Wear and Tear" and damage shall be at the sole discretion of the Provider. In the event of disputes in the Classification of Wear and Tear, Exhibit B of the UIIA Agreement will be utilized. In the event of a dispute in connection with invoices issued by Provider, Motor Carrier shall submit the objection to the invoice to Provider or Provider's third party billing agent, with all supporting documentation. Provider will exercise good faith in the determination of the legitimacy of said objection. The decision of

the Provider shall be final, unless the Motor Carrier submits the claim for binding arbitration in accordance with Section H and Exhibit D of the Agreement.

3. When repairs are affected by the Motor Carrier, material used in making repairs shall be billed at the invoice price provided, however, when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor may be used. Labor shall be charged on the basis of actual time consumed in making repairs but shall not exceed prevailing labor costs.
4. All repairs must maintain the Provider's Equipment standard and materials applied must be of the same quality and type. Repairs made subject to Provider's approval.
5. Improper repairs: Where repairs or replacements fail to meet the requirement of sub-paragraph (4) herein, the Provider shall forthwith correct the failure and the cost of correcting inadequate repairs and replacing substandard material will be borne by the Motor Carrier. When substandard material is removed by the Provider and, upon notification, the Motor Carrier responsible for the improper repairs elects to have such material returned, written shipping instructions must be furnished to Provider within thirty-(30) days from the date of notice and said instructions must state Motor Carriers agreement to accept collected freight charges, otherwise the material may be treated as scrap.
6. Invoices submitted by Provider for damages, repairs or correction of improper repairs are due and payable upon receipt by Motor Carrier and must in all events be paid within thirty (30) days of the date of invoice. Provider reserves the right to assess an administrative fee of \$30.00, on any invoice, irrespective of the invoice amount.

G. LOST, STOLEN OR DESTROYED EQUIPMENT

1. The Motor Carrier must provide the Provider with written notification within five-(5) chronological days of the date of loss, theft or destruction of equipment. If Equipment is stolen, Motor Carrier will immediately report the theft to the local law enforcement authority having jurisdiction and shall obtain a copy of said enforcement authority's incident report. A copy of such report shall be furnished to Provider immediately with notification. Once written notification and incident report are received by Provider, the per diem charges will be stopped.
2. Unless Provider directs otherwise, the Motor Carrier is responsible for returning, and the cost thereof, all Equipment whether damaged or not. Motor Carrier will protect the Equipment from any further damage.
3. Payment shall be made within thirty-(30) days after the Motor Carrier has been furnished with a statement of the depreciated replacement value for the lost, stolen or destroyed Equipment.
4. Unless otherwise agreed between Provider and Motor Carrier, the Provider shall maintain Ownership of lost, stolen or destroyed Equipment even after stipulated damages have been paid by the Motor Carrier.
5. If Equipment is interchanged to Motor Carrier for more than ninety-(90) days and Motor Carrier is unable to account for the equipment's whereabouts, the Provider reserves the right to consider that the Equipment to be a Total Loss and to invoice the Motor Carrier accordingly.

H. FREE TIME AND CHARGES/DAMAGED EQUIPMENT

When repairs to Equipment are to be made, pursuant to Section F of the Addendum, Motor Carrier agrees to pay Provider per diem charges while the Equipment is out of service, or if the Equipment is extensively damaged, per diem charges will continue until agreement is reached between Provider and the Motor Carrier, that the Motor Carrier pay the costs of the damage or depreciated replacement value as specified in (Section E of the UIIA), if the Equipment is a total or constructive loss. In the event Equipment is not returned to Provider or payment is not received by Provider within-(90) days of Motor Carrier's notification, whether because lost, stolen or otherwise, per diem charges shall continue to accrue until payment is made to Provider.

I. CONDITIONS GOVERNING COMPONENTS OF EQUIPMENT

1. Landing Gear
 - 1.1 Motor Carrier shall provide required maintenance service to Landing gear including minor repair and lubrication while in their possession.

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2. Tarps and Cables

2.1 The cost of reinstallation or the replacement of damaged tarplins during the period of interchange or upon notation of damage at time of interchange back to the Provider, will be the responsibility of the Motor Carrier.

3. Refrigeration and Heating

3.1 At the time of Interchange, a vehicle equipped with mechanical refrigeration unit shall have marked adjacent to the fuel tank the type of fuel required to drive unit and capacity to fuel tank.

3.2 At the time of Interchange of a loaded vehicle under heat or refrigeration, interior air of the vehicle will be at the required temperature. The mechanical unit shall be in satisfactory operating condition and shall have sufficient fuel, diesel or propane, to make the trip, as measured by the Provider.

3.3 Provider shall protect the liquid cooling system of mechanical unit against freezing damage by application of sufficient permanent antifreeze solution to prevent freezing at temperature not less than minus twenty-(20) degrees F. Type of solution and degree of protection afforded shall be shown on tag attached securely to unit.

3.4 Motor Carrier shall be responsible for further protecting the mechanical unit where temperature is lower than the above minimum may occur while in its possession. In furnishing this protection, the same type and grade of solution shall be added to unit and the information tag shall be corrected to show the new temperature protection.

3.5 Fuel used to operate unit in either heat or refrigeration service shall comply with all requirements of the Provider or regulatory agency involved in the movement. Type and location of portable units shall be designated by Provider.

3.6 Motor Carrier shall provide proper maintenance to the heating and refrigeration unit when vehicle contains commodities requiring temperature control.

3.7 Motor Carrier shall return refrigeration equipment with fuel tanks filled to the same capacity as when the Equipment was interchanged with Provider, or reimburse the Provider for the cost of fuel consumed.

3.8 Fuel used to operate mechanical refrigeration units in either heat or refrigeration service shall comply with all requirements of the Provider and any regulatory agencies involved with the movement.

3.9 Notwithstanding any provisions of Section F.2 herein, the Provider shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to, steam cleaning.

3.10 Prior to redelivery to the Provider of empty refrigerated Equipment, the Motor Carrier shall properly clean the Equipment at the Motor Carrier's expense. This includes, but is not limited to steam cleaning. In the event refrigerated Equipment is not properly cleaned prior to return, Provider may, in its sole discretion, refuse to accept its return, or cause the Equipment to be properly cleaned and invoice Motor Carrier the cost thereof.

4. Tires and Tubes

Motor Carrier, at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc.

Motor Carrier, at his expense, shall provide good maintenance to tires and tubes, including proper inflation, repair of flat tires, pulled valve stems, etc. In the event of a tire failure Motor Carrier shall make all repairs at Motor Carrier's own expense. The replacement tire will be of equal size, type and quality.

Photographic evidence of damaged tires will be provided to the Provider in accordance with Section E.4. and the Supplement to Exhibit C of the UIIA for the purpose of assignment of responsibility for the tire damage as well as reimbursement of charges to the Motor Carrier, if applicable.

Invoice to Provider for reimbursement, not to exceed \$275 USD, must be submitted no later than ninety-(90) days following the return of equipment. Reimbursement will be approved based upon reason for tire failure, as determined by Provider based upon photographic evidence provided. In the event Motor Carrier fails to replace a damaged tire prior to redelivery to Provider, Provider will invoice Motor Carrier for the replacement or damages charges pursuant to Provider's most recent Tire Pro-Rata scheduled, a copy of which is Included below.

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NOTE: "Blowout" will not be recognized as a specific reason for tire failure.

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PROPOSED PRO RATA TIRE SCHEDULE

TYPE OF DAMAGE	MATERIAL
Cut Sidewall	\$275.00
Cut Sidewall Through Cord	\$275.00
Slid Flat (Usable)	\$110.00
Slid Flat (Tread Depth Below FHWA)	\$275.00
Flat, Patch	\$100.00
Flat, Tube replacement	\$110.00
Cap Off Holding Air	No charge
Cap Off No Air/Run Flat	\$275.00
Tread Chunked	\$275.00
Disposal Fee	No charge

J. TANKS

1. The Motor Carriers agrees, prior to returning empty tank Equipment to Provider, to clean interior, dome and discharge area of the Equipment, and cost thereof will be absorbed by the Motor Carrier. In the event the Equipment is not cleaned prior to return, the Provider may in its sole discretion refuse to accept return of the Equipment, or cause the Equipment to be cleaned and invoice to Motor Carrier the cost thereof.
2. Provider will accept tank Equipment from Motor Carrier provided the Equipment has been filled so as to comply with regulatory requirements.
3. Tanks shall be returned with all gauges, valves, hatch cover, etc. in good operating condition and there should be no evidence of leakage.

EFFECTIVE: NOVEMBER 1, 2000

REVISED: March 3, 2020

(Changed Provider name to US Lines LLC 10/02/2009)

(Changed Provider name to ANL Singapore Pte. Ltd. 01/01/17)

IIEC Revision: September 21, 2018