



GENERAL TARIFF 2019

N.B.:

- *The English version of this document is the official version. In case of any inconsistency between the English and French version of same, the English version shall prevail.*
- *Oceanex General Tariff is subject to change without prior notice. Please consult with the latest edition of this document at our website at www.oceanex.com.*

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ISO 9001
CERTIFIED



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TABLE OF CONTENTS

1. General	3
2. Definitions.....	3
3. LTL Weight Calculation and Cube Rule.....	3
4. Pick-Up and Delivery Service	4
5. Free Time Allowances.....	4
6. Accessorial Charges	5
A. Cancelled Bookings or No-Shows	5
B. Collect on Delivery (C.O.D.).....	5
C. Special Delivery	5
D. Cross-Dock Service (LTL)	5
E. Dead-run Surcharge	6
F. Declared Value	6
G. Delivery by Appointment	6
H. Demurrage / Storage / Detention	6
I. Documents (Including Invoice, Bill of lading, Proof of Delivery, other documents and requests)	7
J. Fuel Surcharge	7
K. Guaranteed Priority Service	7
L. Heated Service	7
M. Hazardous or Dangerous Goods Shipments	7
N. In Bond Shipments	8
O. Inside Pickup or Delivery.....	8
P. LTL Cartage Allowance	8
Q. Lumper / Labour	8
R. Newfoundland (NL) Surcharge	8
S. Refrigerated Monitoring	8
T. Stop-off in Transit	8
U. Storage Charges for LTL Shipments	9
V. Sweeping/Cleaning	9
W. Tailgate.....	9
X. Tarping	9
Y. Tariff Rate Adjustment.....	9
Z. Temporary Marine Protection Surcharge	10
AA. Verified Gross Mass (VGM)	10
BB. Waiting Time.....	10
CC. Interest Fee	10
DD. Layover Charges for Trans-Border Shipments	10
APPENDIX 1 – GENERAL TARIFF SUMMARY	13

1. GENERAL

Our services are subject to the latest edition of the terms and conditions of our applicable Rate Quotation, Combined Transportation Way Bill (“CTWB” or “Way Bill”) and General Tariff (“Tariff”). A copy of these documents is available upon request and may also be consulted on our website at www.oceanex.com. These terms and conditions include exonerations and limitations of liability as provided or permissible by law.

The definitions provided for in the Way Bill apply to the Tariff. In case of inconsistency between the applicable Rate Quotation and the Tariff, the terms of the Rate Quotation shall prevail. In case of inconsistency between the applicable Rate Quotation, the Tariff and the Way Bill, the terms and conditions of the Way Bill shall prevail.

Unless stated otherwise, rates apply as per the Tariff in effect at the time of booking.

2. DEFINITIONS

Equipment includes, but is not limited to, containers, trailers, vans and chassis whether supplied by Oceanex or Merchant.

Cargo includes all non-containerized freight such as vehicles, machinery, roll-on roll-off equipment, etc.

Carrier refers to Oceanex.

LTL Shipments consist of less than full truck or container load shipments.

Merchant includes the shipper, consignee, receiver of the Goods, Equipment owner, and any person owning or entitled to the possession of the Goods or anyone acting on their behalf.

Tariff refers to the Oceanex General Tariff in effect at the time of shipment booking by Merchant.

3. LTL WEIGHT CALCULATION AND CUBE RULE

The Merchant’s declared weight and measurements of all shipments of Goods must include the weight of the cargo and of its packaging materials, dunnage, pallets, skids and any other materials or temporary blocking required for the safe transportation of the shipment. All rates and cube calculations are subject to 10 lbs per cubic foot, unless otherwise agreed to.

Cube Rules

- Cube Rule Density Calculation in feet: length x width x height x density
- Cube Rule Density Calculation in inches: length x width x height / 1728 x density
- When the cube weight based on density exceeds actual weight of the shipment, cube weight will be applied.
- Items that are 72” and higher in height will be cubed based on a height of 96”.
- When Merchant’s instructions and/or Pallet indicates “DO NOT STACK” or “UNSTACKABLE”, the cube height will be calculated to the height of 96”.
- All rates are subject to 10 lbs per cubic foot when less than 10’ of container/trailer space is occupied.
- Linear Foot Rule applies to all shipments when 10’ or over of container/trailer space is occupied.
- All rates are subject to 10 feet of container/trailer space occupied and subject to 1,000 lbs per linear foot.
- Items with lengths from 10’ to 23’ being more than 6” but less than 4’ in diameter and/or width and weighting more than 75 lbs will be rated at: 150 lbs per linear foot unless cube or weight is greater.
- Items with lengths from 24’ to 52’ being more than 6” but less than 4’ in diameter and/or width and weighing

more than 75 lbs will be rated at 500 lbs per linear foot unless the actual weight is greater.

- **RE-WEIGHS:** Whenever the Carrier is required to weigh, re-weigh, and/or inspect a shipment due to incomplete or inaccurate information provided on, a booking request, a CTWB or shipper bill of lading, the following charges will apply:
 - LTL Shipments: \$37.00 per shipment
 - Full load Shipments: \$57.00 per shipment
- All shipments are subject to minimum charge.
- All bookings and shipments are subject to being re-weighed and re-measured by Oceanex and will be invoiced based on actual weight and measures determined by Oceanex or its acting agent.

4. PICK-UP AND DELIVERY SERVICE

The Merchant will be notified either in the Booking Confirmation or prior to positioning Equipment in order to determine a mutually agreeable pick-up and delivery date and time for same. If the Merchant is unable to accept the Equipment at the agreed time or date and such Equipment must be repositioned, additional repositioning charges will apply.

For pick-up and delivery service on a non-business day, the following additional charges will apply:

- \$62.00/hour, subject to a minimum of 4 hours

5. FREE TIME ALLOWANCES

For loading or unloading Full Loads at Merchant's premises:

Live Loads: TWO (2) hours

- Multi-Stop pick-ups or deliveries are subject to a maximum cumulative total of 2 hours free time.
- Any excess time will be charged Waiting Time as per Section 6 (BB) or applicable Rate Quotation.

Drop/Switch Loads (non-live loads): No free time allowance

- If load is not ready for pickup as per the mutually agreed upon time, waiting charges will apply commencing from that time.
- Any excess time will be charged as Waiting Time per Section 6 (BB) or applicable Rate Quotation.

Oceanex Equipment Dropped to load/unload at Merchant's convenience: TWENTY-FOUR (24) hours

- Any excess time will be charged Equipment Detention as per Section 6 (H) or applicable Rate Quotation. For loading/unloading LTL Shipments at Merchant's premises:
 - LTL shipments less than 5,000 lbs: 30 minutes
 - LTL shipments of 5,000 lbs or more: 60 minutes
- Any excess time will be charged Demurrage as per applicable agreement. For full loads on Oceanex Equipment arriving at an Oceanex terminal:
 - Four (4) calendar days beginning the day after receipt at terminal.
 - Any excess time will be charged Demurrage as per Section 6 (H) or applicable Rate Quotation.

For Merchant owned containers or trailers at an Oceanex terminal (Full or Empty):

- Four (4) calendar days from day of receipt at terminal.
- Any excess time will be charged Storage as per Section 6 (H) or applicable Rate Quotation.

Shipments held back by Merchant: If Merchant instructs Oceanex not to load Equipment, cargo, or LTL shipment onboard the first available Oceanex vessel, demurrage/storage charges will be charged to the Merchant as per Section 6 (H) and Section 6 (U).

Re-Routing: In the event Merchant instructs Oceanex to re-route a shipment to a destination other than that shown on the Oceanex Combined Transportation Way Bill, or other document used at the time of shipping, all demurrage/storage charges that may have accrued or will accrue as a result of such change will be invoiced to the Merchant.

Delay Caused by Carrier: If vessel loading is delayed for operations/safety/weather related reasons, Oceanex will not assess Demurrage/Storage charges for the resulting additional days prior to vessel loading.

6. ACCESSORIAL CHARGES

A. Cancelled Bookings or No-Shows

Bookings which are no-shows or cancelled within 12 hours of ship scheduled departure without calling or advising terminal operations are subject to a cancellation fee of \$150.00.

B. Collect on Delivery (C.O.D.)

The Carrier shall not provide a "C.O.D." service unless it has been requested by the Merchant at the time of booking and expressly agreed to by the Carrier in the Booking Confirmation:

- (i) Merchant agrees to pay Oceanex the C.O.D. charge of 6% on the total amounts to be collected from the Consignee or its agent subject to the following minima:
 - Full Load \$295.00
 - LTL \$ 35.00
- (ii) Merchant's instructions must clearly indicate in writing the amounts Oceanex must collect from the Consignee or its agent before delivering the Goods, including all taxes and currency exchanges, if applicable.
- (iii) The Carrier shall be entitled to accept a certified cheque, bank draft or wire transfer as payment without any responsibility whatsoever for the Carrier in case of a forgery of the payment instrument, valid stop payment or wire cancellation. The Carrier shall not be held liable if unable to collect any amount from the Consignee or its agent.
- (iv) Upon receipt and clearance of the payment from the Consignee plus the C.O.D. charge and demurrage and storage charges, if applicable, as aforesaid, the Carrier shall promptly remit the balance of any amount collected for the Merchant (i.e. the gross payment received from the Consignee less the freight charges, the aforesaid C.O.D. charge and less any other amount owed to the Carrier by virtue of the contract of Carriage or any other contract of Carriage).

C. Special Delivery

- To a construction site: \$65.00 per delivery and subject to applicable waiting time charges
- Residential delivery: \$160.00 per delivery

D. Cross-Dock Service (LTL)

If a booking is changed from House to Pier, resulting in a drop-off or pick-up by Merchant at Oceanex LTL agent's location, Cross-Dock charges are applicable as follows:

- Min 10,000 lbs @ \$0.96 cwt

- Min 20,000 lbs @ \$0.75 cwt
- Min 30,000 lbs @ \$0.65 cwt

E. Dead-run Surcharge

Dead-run charges shall apply to any request to position Equipment to a destination where no complementary load is available at same destination to offset positioning cost. Charges will be based on roundtrip distance travelled at \$2.00/mile.

F. Declared Value

Where the Carrier consents to a Declared Value, a minimum of 3.00% of the declared value or \$105.00, whichever is the higher, shall apply subject to the Carrier's confirmation in writing of the actual rate. No value shall be considered to have been validly declared and accepted by the Carrier until such confirmation and payment of the declared value charge.

Note: Liability is subject to the terms and conditions outlined in our CTWB.

G. Delivery by Appointment

Deliveries by appointment are subject to a charge of \$25.00 per shipment.

H. Demurrage / Storage / Detention

Demurrage

- For full loads on Oceanex Equipment at an Oceanex terminal passed the free time allowance as outlined in Section 5:
 - \$118.00 per calendar day or part thereof

Storage

- For full or empty Merchant owned containers or trailers at an Oceanex terminal passed the free time allowance as outlined in Section 5:
 - \$63.00 per calendar day or part thereof
- For cargo: By agreement, to be determined at time of booking.
- For automobiles and recreational vehicles:
 - \$25.00 per calendar day or part thereof

Detention

- Oceanex Equipment Dropped to load/unload at Merchant's convenience passed the free time allowance as outlined in Section 5:
 - \$210.00 per calendar day or part thereof

Third Party/ International Lines Detention and Demurrage

- Neither Oceanex nor its agents will be responsible for detention/demurrage from third party providers or International Lines, unless in its applicable Rate Quotation to the Merchant related to the transport concerned, Oceanex, in its own right, or on behalf of its agents, to accept responsibility for such

detention/demurrage from third party providers or International Lines. In any such case, Oceanex's liability, in its own right or on behalf of its agents, will not exceed the amount of liability outlined in that Rate Quotation that Oceanex, in its own right or on behalf of its agents, agrees to accept.

- Off-Site Terminal Demurrage:
 - \$6.00 per calendar day

I. Documents (Including Invoice, Bill of lading, Proof of Delivery, other documents and requests)

A charge of \$10.00 per copy, including original, will apply when the document could have been obtained through electronic data interchange (EDI), email and/or Client Zone application, but had to be supplied in paper format.

Where a customer requests and Oceanex consents to establish communication through the customers' own portal or that of its third-party agent, an additional charge may apply commensurate with the level of additional effort required and as determined by Oceanex from time to time, acting reasonably, on a case by case basis.

J. Fuel Surcharge

Applicable in accordance with the fuel surcharge program published on the Oceanex website (www.oceanex.com) and subject to the following:

- LTL shipments less than 10,000 lbs are subject to LTL fuel surcharge;
- LTL shipments of 10,000 lbs or greater and up to Truck Loads (TL) weighing 54,999 lbs are subject to Truck Load TL2 fuel surcharge;
- Truck Load (TL) shipments weighing greater than 55,000 lbs are subject to Truck Load TL3 fuel surcharge.

K. Guaranteed Priority Service

Oceanex offers its customers the option of selecting Guaranteed Priority Service with each booking. With this service, the customer's booking is given priority at each stage of the transportation process, including during the loading of the container or trailer onboard one of Oceanex's scheduled sailings and at the time of delivery.

Please note the following terms and conditions related to the Guaranteed Priority Service program.

- A premium of 20% will be applied to the freight portion of the invoice.
- Applicable to full load shipments only.
- Not applicable on Dangerous or Hazardous Material shipments.
- Acts of God or serious conditions beyond Oceanex's control forcing scheduling delays will result in the cancellation of the Guaranteed Priority Service status and applicable fee for the affected booking.

L. Heated Service

Merchant must request heated service at time of booking. Heated service is provided at the following rates:

- LTL shipments less than 10,000 lbs: 15%, subject to a \$32.00 minimum
- Full Load and LTL shipments of 10,000 lbs or more: 10%, subject to a \$65.00 minimum

M. Hazardous or Dangerous Goods Shipments

Hazardous or dangerous goods must be declared at the time of booking for determination and confirmation in

writing by the Carrier of the applicable surcharge. Such goods are subject to the following surcharge:

- LTL shipments less than 10,000 lbs: \$43.00
- Full Load and LTL shipments of 10,000 lbs or more: \$80.00

N. In Bond Shipments

In bond shipments will be accepted at St. John's, NL, Montreal, PQ and Halifax, NS subject to prior arrangements and documentation.

(i) Full loads

If inspection of shipment is requested by Canada Border Services Agency ("CBSA"), Full Load shipments will be subject to a Sufferance Warehouse charge of \$250.00 plus any applicable repositioning charges.

(ii) LTL Shipments

LTL shipments moving in bond to Newfoundland & Labrador will be subject to the following Sufferance Warehouse charge:

- \$6.00 per cwt, subject to \$62.00 minimum plus any applicable repositioning charges

O. Inside Pickup or Delivery

\$80.00 per delivery

P. LTL Cartage Allowance

A cartage allowance of \$0.93 per cwt (Maximum \$210.00) will be given to Merchant who will deliver or pick-up freight to/from Oceanex designated LTL warehouses.

Q. Lumper / Labour

\$55.00 per person-hour, minimum four (4) hours plus travelling time and cost

R. Newfoundland (NL) Surcharge

All shipments will be subject to the NL Surcharge of 1.1% for freight to or from Newfoundland. All intra NL shipments will be subject to a 2.9% surcharge. This surcharge will apply to all base rates. It will also apply to any accessorial charges that would normally be subject to the fuel surcharge.

S. Refrigerated Monitoring

Refrigerated trailers or containers monitored at location or on vessel are subject to a fee of \$75.00 per day.

T. Stop-off in Transit

Whenever a Container is stopped off for partial unloading, the receiver at that site and Merchant shall be responsible for unloading its portion of the Goods and making sure that the balance remaining in the Container is properly secured for transportation to the next point of delivery. The receiver at each site where partial unloading occurs is also responsible for resealing the said Container before on-carriage.

Additional charges for pick-ups/deliveries other than originating pick-up and final delivery at destination:

Free time allowance of 30 minutes per delivery subject to waiting time charges as outlined in the Free-Time Allowance section of our tariff.

- Second and each subsequent stop-off: \$90.00
- Off-Line Miles: \$ 2.70 per mile

U. Storage Charges for LTL Shipments

Consignee will be provided a period of ONE (1) DAY to take delivery of the LTL shipment from the time of availability. Thereafter, storage charges of \$1.50 per cwt, subject to a minimum of \$40.00 per day will apply.

The weight calculated for storage charges will be based on actual weight or cubic weight (whichever is higher) and calculated on a 10-lb. density regardless of the billable weight used to calculate freight charges.

V. Sweeping/Cleaning

The Merchant is responsible for ensuring that all pallets and debris are removed and swept from the Container before it is returned to the Carrier. If the Carrier is compelled to sweep the Container or clean same before repositioning to another customer, a Sweeping/Cleaning Charge per container will be assessed against the Merchant as follows:

Actual cost of sweeping and cleaning plus 10%, subject to minimum charge of \$175.00 per container.

W. Tailgate

\$90.00 per delivery (not available at all locations)

X. Tarpping

If the Merchant does not tarp the loads or does not instruct the Carrier to tarp the loads and the Carrier deems it otherwise necessary to do so, a charge of \$115.00 per delivery will be charged to the Merchant. The Carrier is not liable for damages caused as a result of not tarping loads the Merchant has not identified for tarping.

Y. Tariff Rate Adjustment

Rates set out in this General Tariff, during the year to which they apply, are subject to upward adjustment by the Carrier or to a new rate or charge being established by the Carrier, acting in the Carrier's sole discretion, to cover an item not previously covered by the rates or charges set out in this General Tariff should any new direct tax, tariff, toll or regulatory charge or regulatory change materially affecting a rate or charge established in this General Tariff or the transportation services being provided by the Carrier to the Merchant, be put in place by the Government of any jurisdiction where the Carrier operates. Any upward adjustment in an existing rate or charge, or new rate or charge will come into effect on publication of the new rate or charge in an amended General Tariff. The Merchant will also be being advised of the same by the Carrier and of the reason for the upward adjustment in an existing rate or charge, or new rate or charge.

Z. Temporary Marine Protection Surcharge

A temporary Marine Protection Surcharge will be applied to all shipments to and from Montreal on any of the Carrier's vessels traversing the area of the St. Lawrence River and the Gulf of St. Lawrence, being the speed reduction zones related to the presence of North Atlantic Right Whales and their protection as established by the Minister of Transport for Canada, acting under the authority of the Canada Shipping Act, 2001 and the Collision Regulations made pursuant to that Act. This surcharge will take effect once Transport Canada mandates a speed restriction and remain in effect until the end of the monitoring period by Transport Canada. Please refer to the following chart for further details:

Freight	Surcharge
Full Load & RoRo (MTL to NL)	\$260 per move
Automobiles	\$32 per move
LTL	4.4% of freight charges
Full Load & RoRo (NL to MTL)	4.4% of freight charges

AA. Verified Gross Mass (VGM)

The Verified Gross Mass (VGM) is the combined weight of freight, dunnage, and the Carrier container weights. It is imperative that all shippers provide and indicate the VGM on the Bill of Lading in order to be compliant with applicable legal and/or regulatory requirements. The VGM must be indicated and signed/confirmed on the document as follows:

$$\text{Cargo Weight} + \text{Container Tare Weight} = \text{VGM}$$

Cargo Weight means the combined mass of the masses of all packages and cargo items, including pallets, dunnage and other packing material and securing materials packed into the container. When the Merchant or Shipper does not provide VGM, the Carrier will charge a fee of \$65.00 per container to complete the service.

BB. Waiting Time

Waiting time charges for loading or unloading Equipment, Cargo or LTL shipments are assessed against Merchant when Free Time Allowance has been exceeded.

Live Loads

- When Free Time Allowance has been exceeded: \$84.00 per hour, or \$21.00 per each 15-minute increment (or fraction thereof).

Drop/Switch loads (non-live loads)

- \$84.00 per hour and \$21.00 per each 15-minute increment (or fraction thereof) thereafter.

CC. Interest Fee

2% per month on balances past payment term.

DD. Layover Charges for Trans-Border Shipments

If customs clearance documentation is not completed, contains errors or the custom broker is not the appropriate one or refuses to proceed, etc., and the shipment is being held by the Canada Border Services Agency (CBSA) or



US Customs and Border Protection (CBP) that are not the fault of the Carrier, the shipment will be subject to a minimum charge of \$275.00.



By signature below, agreement by email or other electronic means, including facsimile; or incorporation by reference of the terms and conditions of this General Tariff in, a Booking Confirmation issued by Carrier to the Merchant, an issued Combined Transportation Way Bill issued by Carrier to the Merchant, and/or another agreement between the Carrier and the Merchant, the parties agree to be subject to the terms and conditions of the present Tariff.

Oceanex Inc.

[The "Merchant"]

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 1 – GENERAL TARIFF SUMMARY

GENERAL TARIFF SUMMARY (Accessorial Charges)



A. Cancelled Bookings or No-Shows	Per booking	\$150.00	
B. Collect on Delivery (C.O.D)	6% on the total amounts to be collected from the Consignee or its agent subject to the following minimums:		
	▪ Full Load:	\$295.00	
	▪ LTL:	\$35.00	
C. Special Delivery			
	▪ Construction site delivery	\$65.00/delivery	
	▪ Residential delivery	\$160.00/delivery	
D. Cross-Dock Service (LTL)	Please see General Tariff for further information.		
E. Dead-run surcharge	Charges will be based on roundtrip distance travelled @\$2.00/mile.		
F. Declare Value	A minimum of 3.00% of the declared value or \$105.00, whichever is higher.		
G. Delivery by appointment	Per shipment	\$25.00	
H. Demurrage/Storage/Detention	Applicable after free time allowance per calendar day or part thereof for full load shipments:		
	▪ Demurrage (after 4 calendar days free):	\$118.00/day	
	▪ Merchant owned containers or trailers storage (after free time):	\$63.00/day	
	▪ Cargo storage: by agreement at time of booking		
	▪ Automobiles and recreational vehicles storage	\$25.00/day	
	▪ Detention at merchant (24 hours free):	\$210.00/day	
	▪ Off-Site Terminal Demurrage:	\$6.00/day	
I. Paper Documents (Invoice, BOL, POD, etc.)	Where Electronic Copy is available, per copy	\$10.00	
J. Fuel Surcharge	<ul style="list-style-type: none"> ▪ LTL shipments < 10,000 lbs subject to LTL fuel surcharge ▪ LTL shipments of 10,000 lbs + and up to Truck loads (TL) weighing 54,999 lbs + are subject to Truck Load TL2 fuel surcharge; and ▪ Truck Loads (TL) > 55,000 lbs are subject to Truck Load TL3 fuel surcharge. 		
K. Guaranteed Priority Service	20% of freight portion of the invoice		
L. Heated Service			
	▪ LTL shipments less than 10,000 lbs:15%	Min \$32.00	
	▪ Full Load & LTL shipments ≥10,000 lbs:10%	Min \$65.00	
M. Hazardous or Dangerous Good Shipment			
	▪ LTL shipments less than 10,000 lbs:	\$43.00	
	▪ Full Load & LTL shipments ≥10,000 lbs:	\$80.00	
N. In bond Shipments	If inspection of shipment is requested by CBSA shipments will be subjected to an in-bond fee:		
	▪ Full Load: \$250.00 plus any applicable repositioning charges		
	▪ LTL: \$6.00 per cwt, \$62.00 minimum plus any applicable repositioning charges		
O. Inside Pickup or Delivery	Per delivery		\$80.00
P. LTL Cartage allowance	Per cwt: \$0.93		\$210.00 maximum
Q. Lumper/Labour	Per man-hour: Min. 4 hours + travel & cost		\$55.00
R. NL Surcharge	Please see General Tariff for further information.		
S. Refrigerated Monitoring	Per day		\$75.00
T. Stop-off in Transit			
	▪ Second and each subsequent stop-off		\$90.00
	▪ Off-Line Miles		\$2.70 per mile
	▪ Free time allowance 30 minutes per pick up or delivery.		
U. Storage charges for LTL shipments			
	▪ A one (1) day allowance will be granted		
	▪ Thereafter per cwt \$1.50 per day		min: \$40.00
V. Sweeping/ Cleaning			
	▪ Based on actual cost of sweeping and cleaning		+10%
	▪ Per container		\$175.00 minimum
W. Tailgate (not available at all locations)	Per delivery		\$90.00
X. Tarping	Per delivery		\$115.00
Y. Tariff Rate Adjustment	Please see General Tariff for further information.		
Z. Temporary Marine Protection Surcharge	Please see General Tariff for further information.		
AA. Verified Gross Mass (VGM)	Per container		\$65.00
BB. Waiting Time			
	Per hour		\$84.00
	Per each full or part 15-minute increment		\$21.00
CC. Interest Fee	Please see General Tariff for further information.		
DD. Layover Charges	For trans-border shipments		\$275.00 minimum

LTL - Cube and Linear Foot: Items 72" and higher will be cubed at 96". Linear Foot Rules apply when 10' or over of container/trailer space is occupied.

For further details on the services listed above, see the General Tariff details at www.oceanex.com

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