



# GENERAL TARIFF 2024

**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](http://www.oceanex.com).*

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## 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 found on our website at [www.oceanex.com](http://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.

**Carriage** means the whole or any part of operations and services undertaken by the Carrier in relation to the Goods.

**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 or otherwise agreed upon density when less than 10' of container/trailer space is occupied.
- All shipments occupying 10' or over of container/trailer space are subject to a linear foot rule of 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: \$52.00 per shipment.
  - Full load Shipments: \$294.00 per shipment or container plus any additional incremental trucking or other costs over and above a rate quoted incurred to weigh, re-weigh or inspect a shipment due to incomplete or inaccurate information provided on a booking request, a CTWB, or shipper bill of lading.
- For greater certainty the weighing or reweighing of goods and/or a container to determine the VGM of a container shall not be regarded as a Re-Weigh covered by this section 3 or the charges set out in it, but shall instead be treated as Verified Gross Mass Determination under Section 6 (EE) of this General Tariff with the applicable amount of the accessorial charges related to the same being determined under that section.
- All shipments are subject to a 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 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.

#### **5. FREE TIME ALLOWANCES**

Free Time is the period of time offered to the Merchant free of charge, beyond which various accessorial charges may apply.

For loading or unloading loads at Merchant's premises:

**Live Loads:**

- Full Load Shipments
  - Multi-Stop pick-ups or deliveries are subject to a maximum cumulative total of 2 hours free time.
- LTL Shipments
  - LTL shipments less than 5,000 lbs: 30 minutes free time.
  - LTL shipments of 5,000 lbs or more: 60 minutes free time.
- Any excess time will be charged Waiting Time as per Section 6 (FF) 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 (FF) 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 (G) or applicable Rate Quotation.

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 (G) 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 (G) or applicable Rate Quotation.

**Delay for Reasons Indicated:** If vessel loading by Carrier is delayed for operations related reasons within its control, 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 without calling or advising Customer Service at least 24 hours in advance of ship scheduled departure are subject to a cancellation fee of \$186.00.

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

A "C.O.D." service will only be provided if 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 minimum charges:
  - Full Load \$373.00.
  - LTL \$ 48.00.
- (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, 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 between the Merchant and the Carrier).

### **C. Cross-Dock Service (LTL)**

Cross docking services are available for LTL loads moved by Oceanex at Oceanex LTL agent's location for the following charges:

- Minimum 10,000 lbs @ \$1.16 cwt.
- Minimum 20,000 lbs @ \$0.90 cwt.
- Minimum 30,000 lbs @ \$0.79 cwt.

**D. 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 \$3.28/mile plus applicable fuel surcharge (minimum \$355.00 plus applicable fuel surcharge).

**E. Declared Value**

Where the Carrier consents to a Declared Value, a minimum charge of 3.00% of the declared value or \$136.00, 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 occurs.

**Note:** Liability is subject to the terms and conditions outlined in Oceanex's CTWB.

**F. Delivery by Appointment/Weekend & Statutory Pick-ups**

**Delivery by Appointment**

- Deliveries by appointment are subject to a charge of \$36.00 per shipment.
- Delivery appointments cancelled within 24 hours of scheduled appointment times are subject to a cancellation fee of \$53.00.

**Weekend & Statutory Pick-ups**

- In addition to agreed upon freight transportation rate, pick-up and delivery service on a weekend and/or statutory holiday (see section 4) is available for a fee of:
  - \$86.00/hour, subject to a minimum of 4 hours.

**G. Full Load Demurrage / Storage / Detention**

**Demurrage**

Demurrage is the charge that the Merchant pays for the use of an Oceanex supplied Container or trailer within the Terminal beyond the Free Time period, as defined in Section 5. Demurrage charges apply to Imports and Exports.

- Demurrage Export – For cargo arriving at an origin terminal, the demurrage time is the period from gate-in of the full container into the terminal until the full container is loaded on board a vessel. For full loads on Oceanex Equipment past the Free Time allowance, as outlined in Section 5 the demurrage charge is:
  - Dry/Heated units: \$153.00 per calendar day or part thereof.
  - Reefer units: \$267.00 per calendar day or part thereof plus fuel/electricity fees.
- Demurrage Import – For cargo arriving at a destination terminal, the demurrage time is the period from container discharge from the vessel until gate-out of the full container from the terminal. For full loads on Oceanex Equipment past the Free Time allowance, as outlined in Section 5 the demurrage charge is:
  - Dry/Heated units: \$153.00 per calendar day or part thereof.
  - Reefer units: \$267.00 per calendar day or part thereof plus fuel/electricity fees.

### Storage

- For full or empty Merchant owned containers or trailers located at an Oceanex terminal past the free time allowance as outlined in Section 5, the storage charge is:
  - \$82.00 per calendar day or part thereof.
- For cargo: By agreement, the storage charge is to be determined at time of booking.
- For automobiles and recreational vehicles, the storage charge is:
  - \$36.00 per calendar day or part thereof.
- For empty gensets repositioning from Oceanex St. John's pier Terminal, the storage charge is:
  - Merchant will reposition empty gensets from the pier to the off-site storage yard once 10 Gensets have accumulated at the pier. Customers wishing to move Gensets prior to the accumulation of 10 units will be subject to a repositioning charge of \$183.00. Written request and acceptance of this charge is required prior to movement.
- **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 (G) and Section 6 (X).
- **Re-Routing:** In the event Merchant instructs Oceanex to re-route a shipment to a destination other than that shown on the Oceanex CTWB, or other document used at the time of shipping, all demurrage/storage charges that have accrued or will accrue as a result of such change will be invoiced to the Merchant.

### Detention

Detention is the charge that the Merchant pays for the use of an Oceanex supplied Container or trailer outside of the terminal or depot beyond the Free Time period. Detention charges apply to Imports and Exports.

- Detention export – For cargo arriving at an origin terminal, the detention time is the period from the pick-up of the empty container from the terminal or depot until gate-in of the full container in the terminal. For Oceanex Equipment Dropped to Load at Merchant's convenience past the Free Time allowance as outlined in Section 5, the detention charge is:
  - Dry/Heated units: \$267.00 per calendar day or part thereof.
  - Reefer units: \$340.00 per calendar day or part thereof plus fuel/electricity.
- Detention Import – For cargo arriving at a destination terminal, the detention time is the period from gate-out of the full container until gate-in of the empty container into the restoration point. For Oceanex Equipment Dropped to Unload at Merchant's convenience past the Free Time allowance as outlined in Section 5, the detention charge is:
  - Dry/Heated units: \$267.00 per calendar day or part thereof.
  - Reefer units: \$340.00 per calendar day or part thereof plus fuel/electricity.

### 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, agrees 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:
  - \$13.00 per calendar day.

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

A charge of \$14.00 per copy, including original, will apply when the document could have been obtained through electronic data interchange (EDI), automated email and/or Client Zone application, but had to be supplied in paper/electronic format.

Similarly, a charge of \$14.00 will apply for every document which has been requested to be resubmitted or supplied after having already been submitted or otherwise provided.

Where a customer requests and Oceanex consents to establish communication through the customer's 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.

**I. Environmental Emissions Surcharge (EES)**

All shipments to or from Newfoundland will be subject to the EES of 3.3 %. All intra-NL shipments, including International lines shipments, will be subject to a 4.6% 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.

**J. Fuel Surcharge**

Applicable in accordance with the fuel surcharge program published on the Oceanex website ([www.oceanex.com](http://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 of 10 linear feet or greater and Truck Loads (TL) weighing up to 54,999 lbs are subject to Full Load TL2 fuel surcharge;
- Truck Load (TL) shipments weighing greater than 55,000 lbs are subject to Full 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. Hazardous or Dangerous Goods Shipments, including Electric Vehicles**

Hazardous or dangerous goods, including electric vehicles, 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: \$56.00.
- Full Load and LTL shipments of 10,000 lbs or more: \$100.00.
- Electric vehicle shipments \$97.00 per unit

**M. Heated/Temperature-controlled Service**

Merchant must request heated/temperature-controlled service at time of booking. Heated/Temperature-controlled service is provided at the following rates:

- LTL shipments less than 10,000 lbs: 15%, subject to a \$56.00 minimum
- Full Load and LTL shipments of 10,000 lbs or more: 10%, subject to a \$93.00 minimum

**N. In Bond and Bonded Shipments**

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

**(i) Full loads**

- Full load In Bond fee of \$411.00 will apply to all full loads arriving at St John's not customs cleared without accompanying clearance documentation.
- If inspection of a full load shipment is requested by CBSA the in-bond fee of \$411.00 will apply as well as any applicable terminal or repositioning fees.

**(ii) LTL Shipments**

- LTL In Bond shipments are subject to a \$7.65 per cwt fee, minimum charge of \$181.00.
- If inspection of an LTL shipment is requested by CBSA, the In Bond charge would apply at a rate of \$7.65 per cwt, subject to \$181.00 minimum plus any applicable repositioning charges.

For U.S.A. cross-border bonded shipments (i.e., loads that did not originate in or destined for U.S.A.), a fee of \$411.00 will apply for Full loads, and a fee of \$181.00 will apply for LTL loads.

**O. Inside Pickup or Delivery**

\$99.00 per delivery.

**P. Interest Fee**

2% per month on balances past payment term.

**Q. 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 U.S. Customs and Border Protection (CBP) for any reason that is not the fault of the Carrier, the shipment will be subject to a minimum charge of \$355.00.

**R. B.LTL Cartage Allowance**

A cartage allowance of \$1.16 per cwt (maximum \$525.00) will be given to Merchant who will deliver or pick-up freight to/from Oceanex designated LTL warehouses when the booking and associated rate quotation with Oceanex included pickup from shipper or delivery to consignee.

**S. Lumper / Labour**

\$74.00 per person-hour, minimum four (4) hours plus travelling time and cost.

**T. Other Services**

**Reworking, Blocking and/or Securing of Cargo**

- Addition or removal of wire rope and/or straps/wooden blocks to secure cargo: \$309.00.

**Fueling customer equipment**

- \$60.00 per unit plus cost of fuel.

**Boosting battery of customer equipment**

- \$60.00 per unit per boost.

**Overload lifting of a container and reloading**

- Incorrect weight information provided by the customer: \$299.00.

**Domestic Repositioning Program (DRP)**

- Third Parties/International Lines taking advantage of the Carrier's Domestic Repositioning Program (DRP) to move containers to St. John's, NL will be responsible for the arrangement and cost of pre-tripping each such container after the unit has been destuffed, unloaded and designated clean and empty by the Carrier; and is in position and made available by the Carrier to the Third Party/ International Line or the Third Party's/International Line's designate for use at the site the Carrier and the Third Party/International Line agree upon.
- Unless the Carrier and the Third Party/International Line otherwise agree in writing, the Carrier will not be responsible for and will not assume any further or no additional costs related to the cleaning, emptying or pre-tripping of any such container after the unit has been emptied of any domestic cargo by the Carrier.

**Additional services**

- Other Services such as for loading/unloading of out of gauge/over-dimensional cargo, for use of wires, positioning, time in use, mobilization/demobilization: \$2,232.00.

Additional services may be provided at rates agreed upon by Oceanex with the Merchant and/or Shipper.

**U. Refrigerated Monitoring and Reporting**

Refrigerated trailers or containers monitored at carrier's location or on carrier's vessel are subject to a fee of \$96.00 per day.

If a refrigerated report is required, unless otherwise provided for or required by Oceanex or the Merchant and/or Shipper related to a Merchant and/or Shipper claim related to the goods concerned, the download is subject to a fee of \$225.00 per report.

**V. Special Delivery**

- To a construction site: \$83.00 per delivery and subject to applicable waiting time charges
- Residential delivery: \$203.00 per delivery and subject to applicable waiting time charges

**W. Stop-off in Transit**

Whenever a Container or trailer is stopped off for partial loading/unloading, the receiver at that site and Merchant shall be responsible for loading/unloading its portion of the Goods and making sure that the balance remaining in the Container or trailer is properly secured for transportation to the next point of delivery. The receiver at each site where partial loading/unloading occurs is also responsible for making sure that the balance remaining in the Container or trailer is properly secured for transportation to the next point of delivery and 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: greater of \$116.00, and \$3.28 per mile plus applicable fuel surcharge.

**X. 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 \$1.88 per cwt, subject to a minimum of \$56.00 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.

**Y. 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 \$225.00 per container.

**Z. Tailgate**

\$110.00 per delivery (not available at all locations).

**AA. Tariff Rate Adjustment**

Rates set out in this General Tariff 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 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.

**BB. Tarping**

If the Merchant does not tarp the loads that require tarping or does not instruct the Carrier to tarp the loads and the Carrier deems it otherwise necessary to do so, a charge of \$149.00 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.

**CC. 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 (Montreal to St. John's)	\$336.00 per move
Automobiles	\$50.00 per move
LTL	5.7% of freight charges
Full Load & RoRo (St. John's to Montreal)	5.7% of freight charges

Subject to change upon finalization of the 2024 program by the Minister of Transport for Canada.

**DD. Unbalanced Loads**

- Return to port of origin: Unbalanced Loads that cannot be discharged due to an uneven distribution of weight and require return to port of origin will be assessed cost plus 25%; with costs including, but not limited to, terminal lift costs of all impacted containers due to storage configuration, additional inlands costs, and any regulatory charges.
- Any damages or delay costs associated with containers 'trapped' under any unbalanced load unit that has to be returned, will be assigned to the owner of the Unbalanced Load.
- Re-worked/managed at port of destination: Unbalanced Loads that have to be re-worked and/or that require special handling at port of destination will be assessed \$735.00 per every 30 minutes of re-work/special handling time.
- Re-worked/managed at port of origin: Unbalanced Loads that are refused at port of origin will be returned to the Merchant to re-work. In the event that the Merchant is unwilling or unable to do so, Carrier (if it chooses to do so) may engage a duly qualified third-party carrier to re-balance the freight or itself rebalance the freight. Where Carrier engages a third-party carrier to re-balance the freight or does so itself, all costs related to that rebalancing work, including the costs of transportation of such freight to and from any such third-party carrier and cost of the rework will be to the account of the Merchant and not Carrier. All such costs must be paid by Merchant when rendered, and Oceanex will not be held liable for any claimed damages or shortages resulting from such rework unless it can be shown that such damages or shortages were caused by Oceanex or any third-party carrier that it engages to do such rebalancing work.

- In addition to the foregoing, whenever an Unbalanced Load is discharged from a Vessel without being reworked the Merchant concerned will be charged a fee of:
  - \$263.00 for the offloading of the first such load; and
  - \$525.00 in respect of any subsequent such load offloaded from that Vessel or any other Vessel.

EE. **Verified Gross Mass (VGM) Determination**

**Verified Gross Mass (VGM)**

The Verified Gross Mass (VGM) is the combined weight of freight, dunnage, and the 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:

**Cargo Weight + Container Tare Weight = 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, or wishes the Carrier to determine the VGM, and the Carrier has to weigh the load in order to obtain the VGM, the Carrier will charge a fee of \$290.00 per container, plus any additional incremental trucking costs over and above a rate quoted required to be incurred to complete this service, as a result of the Merchant or Shipper not advising the Carrier at the time of booking the carriage concerned that such VGM Determination would be required. In order to minimize such costs and avoid the risk of missing the origin marine terminal gate cut off time for its intended voyage, the Merchant or Shipper should declare the need for this service at the time of booking the carriage concerned.

Where the Merchant or Shipper provides inaccurate VGM information to the Carrier and the Carrier has to weigh or re-weigh goods and/or a container to determine the VGM of a container, the Carrier will charge a fee of \$290.00 per container, plus any additional incremental trucking costs over and above a rate quoted required to be incurred to complete this service, as a result of the Merchant or Shipper providing inaccurate VGM information to the Carrier.

**Re-weighs (See section 3)**

Whenever the Carrier is otherwise 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: \$51.00 per shipment
- Full load Shipments: \$293.00 per shipment or container plus any additional incremental trucking or other costs over and above a rate quoted incurred to weigh, re-weigh or inspect a shipment due to incomplete or inaccurate information provided on a booking request, a CTWB, or shipper bill of lading.

**FF. 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.

- When Free Time Allowance has been exceeded Waiting Time Charges are: \$112.00 per hour, or \$28.00 per each 15-minute increment (or fraction thereof).

**APPENDIX 1 – GENERAL TARIFF SUMMARY**

<p><b>A. Cancelled Bookings or No-Shows</b> Per booking \$186.00</p> <p><b>B. Collect on Delivery (C.O.D)</b> 6% on the total amounts to be collected from the Consignee or its agent subject to the following minimums:  <ul style="list-style-type: none"> <li>▪ Full Load: \$373.00</li> <li>▪ LTL: \$48.00</li> </ul> </p> <p><b>C. Cross-Dock Service (LTL)</b> Please see General Tariff for further information.</p> <p><b>D. Dead-Run surcharge</b> Please see General Tariff for further information.</p> <p><b>E. Declared Value</b> A minimum charge of 3.00% of the declared value or \$136.00, whichever is higher.</p> <p><b>F. Delivery by appointment/Weekend &amp; Statutory Holiday Pick-ups</b>  <ul style="list-style-type: none"> <li>▪ Per shipment \$36.00</li> <li>▪ Cancellation fee \$53.00</li> <li>▪ Weekend/ Statutory Holiday Pick-ups Per hour: Min. 4 hours \$86.00 per hour</li> </ul> </p> <p><b>G. Full Load Demurrage/Storage/Detention</b> Applicable after free time allowance per calendar day or part thereof for full load shipments:  <ul style="list-style-type: none"> <li>▪ Demurrage (after 4 calendar days free):  <ul style="list-style-type: none"> <li>Dry/Heated units \$153.00/day</li> <li>Reefer units plus fuel/electricity \$267.00/day</li> </ul> </li> <li>▪ Merchant owned containers or trailers storage (after free time): \$82.00/day</li> <li>▪ Cargo storage: by agreement at time of booking</li> <li>▪ Automobiles and recreational vehicles storage \$36.00/day</li> <li>▪ Empty Gensets repositioning \$183.00</li> <li>▪ Detention at merchant (24 hours free):  <ul style="list-style-type: none"> <li>Dry/Heated units \$267.00/day</li> <li>Reefer units plus fuel/electricity \$340.00/day</li> </ul> </li> <li>▪ Off-Site Terminal Demurrage: \$13.00/day</li> </ul> </p> <p><b>H. Documents (Invoice, BOL, POD, etc.)</b> Where Electronic copy is available, or requested to be resubmitted or resupplied per copy \$14.00</p> <p><b>I. Environmental Emissions Surcharge</b> Please see General Tariff for further information</p> <p><b>J. Fuel Surcharge</b>  <ul style="list-style-type: none"> <li>▪ LTL shipments &lt; 10,000 lbs. subject to LTL fuel surcharge</li> <li>▪ LTL shipments ≥ 10,000 lbs. or ≥ 10 linear ft and Truck loads (TL) weighing up to 54,999 lbs. are subject to Full Load TL2 fuel surcharge; and</li> <li>▪ Truck Loads (TL) &gt; 55,000 lbs. are subject to Full Load TL3 fuel surcharge.</li> </ul> </p> <p><b>K. Guaranteed Priority Service</b> 20% of freight portion of the invoice</p> <p><b>L. Hazardous or Dangerous Goods Shipment, including Electric Vehicles</b>  <ul style="list-style-type: none"> <li>▪ LTL shipments less than 10,000 lbs: \$56.00</li> <li>▪ Full Load &amp; LTL shipments ≥10,000 lbs: \$100.00</li> <li>▪ Electric vehicles per unit \$97.00</li> </ul> </p>	<p><b>M. Heated/Temperature-controlled Service</b>  <ul style="list-style-type: none"> <li>▪ LTL shipments less than 10,000 lbs:15% Min \$56.00</li> <li>▪ Full Load &amp; LTL shipments ≥10,000 lbs:10% Min \$93.00</li> </ul> </p> <p><b>N. In bond and Bonded Shipments</b> Please see General Tariff for further information</p> <p><b>O. Inside Pickup or Delivery</b> Per delivery \$99.00</p> <p><b>P. Interest Fee</b> Please see General Tariff for further information.</p> <p><b>Q. Layover Charges</b> For trans-border shipments \$355.00 minimum</p> <p><b>R. LTL Cartage allowance</b> Per cwt: \$1.16 \$525.00 maximum</p> <p><b>S. Lumper/Labour</b> Per man-hour: Min. 4 hours + travel &amp; cost \$74.00 per hour</p> <p><b>T. Other services</b> Please see General Tariff for further information</p> <p><b>U. Refrigerated Monitoring and Reporting</b> Per day \$96.00 Unless related to claim processing or otherwise provided for, where report download is requested, per report \$225.00</p> <p><b>V. Special Delivery</b>  <ul style="list-style-type: none"> <li>▪ Construction site delivery \$83.00/delivery</li> <li>▪ Residential delivery \$203.00/delivery</li> </ul> </p> <p><b>W. Stop-off in Transit</b>  <ul style="list-style-type: none"> <li>▪ Second and each subsequent stop-off \$116.00</li> <li>▪ Off-Line Miles \$3.28 per mile</li> <li>▪ Free time allowance 30 minutes per pick up or delivery.</li> </ul> </p> <p><b>X. Storage charges for LTL shipments</b>  <ul style="list-style-type: none"> <li>▪ A one (1) day allowance will be granted</li> <li>▪ Thereafter per cwt \$1.88 per day min: \$56.00</li> </ul> </p> <p><b>Y. Sweeping/ Cleaning</b>  <ul style="list-style-type: none"> <li>▪ Based on actual cost of sweeping and cleaning +10%</li> <li>▪ Per container \$225.00 minimum</li> </ul> </p> <p><b>Z. Tailgate (not available at all locations)</b> Per delivery \$110.00</p> <p><b>AA. Tariff Rate Adjustment</b> Please see General Tariff for further information</p> <p><b>BB. Tarping</b> Per delivery \$149.00</p> <p><b>CC. Temporary Marine Protection Surcharge</b> Please see General Tariff for further information.</p> <p><b>DD. Unbalanced Loads</b> Please see General Tariff for further information</p> <p><b>EE. Verified Gross Mass (VGM) Determination</b> Please see General Tariff for further information</p> <p><b>FF. Waiting Time</b> Per hour \$112.00 Per each full or part 15-minute increment \$28.00</p>
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**LTL – Cube and Linear Foot: Items 72” and higher will be cubed at 96”. All shipments occupying 10’ or over of container/trailer space are subject to a linear foot rule of 1,000 lbs./linear foot.**

For more detail on the services listed above, see the General Tariff details at [www.oceanex.com](http://www.oceanex.com)