



A program of the Intermodal Association of North America

February 16, 2018

Transmitted Via E-mail

**OFFICIAL NOTIFICATION
TIME SENSITIVE**

TO: UIIA Motor Carrier Participants
FROM: Debbie Sasko
AVP, Information Services
SUBJECT: New UIIA Equipment Provider Participant

We are pleased to announce that **Ocean Network Express North America, Inc. / Ocean Network Express Pte. Ltd.** will become a new Equipment Provider participant to the Uniform Intermodal Interchange and Facilities Access Agreement (UIIA) **effective March 1, 2018**. This new Equipment Provider is the container line forming out of the consolidation of K-Line America, Inc. NYK Line and MOL America, Inc. **The new entity will be ramping up their operations in March so it imperative that if your company will need to interchange Ocean Network Express containers that you ensure your company is approved under the UIIA by the March 1st date.**

To follow is their individual addendum to the UIIA Agreement. Please keep this addendum with the other addenda files provided to you by this office.

As party to the UIIA and should your company wish to do business with **Ocean Network Express North America, Inc. / Ocean Network Express Pte. Ltd.** you will be responsible for payment of the Daily Charges outlined in this Addendum. In addition to the insurance outlined under Section F.6 of the UIIA, you will need to make sure that the current insurance your company has on file with the UIIA meets the additional insurance required by this Equipment Provider. These additional requirements are defined in their enclosed addenda, however to assist you we have listed these requirements below:

- Motor Carrier shall maintain **cargo insurance with a limit of \$100,000 per occurrence.**
- Motor Carrier shall have in effect **Trailer Interchange/physical damage insurance** covering physical loss or damage to non-owned equipment with minimum limits of at least **\$15,000.00 for dry vans. For refrigerated trailer interchange with minimum limits of at least \$25,000.**
- Motor Carrier shall name **Ocean Network Express North America, Inc. / Ocean Network Express Pte. Ltd. additional insured on its Auto Liability, General Liability and Trailer Interchange policies.**

If your insurance covers the additional requirements above and you plan to interchange equipment with Ocean Network Express, please have your insurance company or agent submit a new certificate of insurance online to the UIIA office that lists Ocean Network Express North America, Inc. / Ocean Network Express Pte. Ltd. as additional insured on your auto, general and trailer interchange policies. **Enclosed is a current copy of the Equipment Provider Checklist reflecting the addition of this new Equipment Provider . We suggest you forward this list to your insurance agent to use as a reference if they will be submitting a new certificate of insurance to add this new Equipment Provider as an additional insured on your policies.**

If you have any questions regarding this Official Notification or information we currently have on file for your company, please feel free access your UIIA account online at www.uiia.org by using your SCAC Code and password or contact our office at our **toll-free** number **(877) 438-8442**. Questions regarding the Addendum should be directed to Chad McNeil of Ocean Network Express via e-mail at chad.mcneil@one-line.com.

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OCEAN NETWORK EXPRESS NORTH AMERICA, INC. / OCEAN NETWORK EXPRESS PTE. LTD.
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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

FREE TIME AND DETENTION CHARGES (IN THE UNITED STATES ONLY)

I. FREE TIME

- A. **Regular Equipment:** Day of initial interchange **plus four (4) working** days, i.e., excluding Saturdays, Sundays, and Holidays (See Notes).
- B. **Operating Reefer/Tank & Other Specialized Container Not Covered Elsewhere:** Day of initial interchange plus three (3) working days, i.e., excluding Saturdays, Sundays, and Holidays (See Notes).

II. DETENTION CHARGES

Detention Charges shall be charged for each calendar day following free time as follows (See Notes):

<u>TYPE OF EQUIPMENT</u>	<u>CHARGES PER DAY</u>
Dry Containers/Trailers	\$140.00
Open Top, Bulk, Hard Top, Ventilated & Flat Rack Containers	\$150.00
Operating Reefer, Tank & Other Specialized Container Not Covered Elsewhere	\$190.00
Bare Chassis	\$45.00

Notes:

- a. Regular equipment excludes all chassis and includes containers of all sizes, not limited to 20' / 40' / 45' containers and non-operating reefer units used for cargo not requiring refrigeration. Regular equipment does not include operating refrigerated equipment, tank equipment, and other specialized container not covered elsewhere.
- b. Free time shall commence at the following business day after initial interchange, and exclude Saturday, Sunday and holidays. Once free time expires, Detention/Per Diem charges shall be charged for each calendar day, including Saturday, Sunday and holidays, until equipment is returned to the custody of the Provider. On an intermodal move, the bill of lading issued by the ocean carrier shall determine the beginning or ending interchange point – i.e., the beginning interchange point on an intermodal import move shall be the point at which the ocean carrier's bill of lading ends, and the ending interchange point on an intermodal export move shall be the point at which the ocean carrier's bill of lading begins.
- c. With respect to any shipment for which carrier equipment is used, the Motor Carrier shall be liable for the payment of all detention charges that may be imposed with respect to the use of that equipment pursuant to this Rule.

III. ADDITIONAL INSURANCE REQUIREMENTS

- a) Motor Carriers must maintain Trailer Interchange insurance in the amount of \$15,000 Dry Vans and \$25,000 Reefers.
- b) Motor Carriers must maintain Cargo Insurance in the amount of \$100,000
- c) Motor Carrier must name Provider additional insured on their auto liability, general liability and trailer interchange policies.
- d) Motor Carriers that are self-insured and so recognized by the Department of Transportation, the Federal Maritime Commission or other appropriate regulatory agencies, must provide proof of such self-insurance, in the form of an appropriate authorizing order issued by the relative regulatory agency.

IV. METHOD OF DISPUTE RESOLUTION

For dispute resolution please contact na.iop.productadmin.truck@one-line.com.

V. OTHER CHARGES

Administrative Fee

Provider reserves the right to assess an administrative fee of \$75.00, on any invoice, irrespective of the invoice amount.

(Ocean Network Express – continued)

Mis-use Fee

Motor Carrier shall be assessed a misuse charge of \$550 for unauthorized use of Provider's equipment that is unrelated to the Provider's container movement or has not been authorized by Provider in writing.

Invoices submitted by Provider for damages, repairs or correction to improper repairs are due and payable by the Motor Carrier within 30 (thirty) days from receipt of the invoice, unless the Motor Carrier disputes the charges in accordance with the Method of Dispute Resolution process in the Provider's addendum or submits a claim related to the disputed charges for binding arbitration in accordance with Section H.1. and Exhibit D of the UIIA.

VI. Lost, Stolen or Destroyed Equipment Police Reports and Payments

- A.** Upon Motor Carrier being notified or made aware of any accident/theft/incident involving Provider's Equipment container, chassis, genset) or cargo, Motor Carrier should notify Provider within 24 hours or no later than the end of the next business day.
- B.** Mandatory Police Reports: Equipment titles or equipment damaged in accidents will not be released to the Motor Carrier until Provider receives a copy of the police report. A copy of the police report shall be immediately furnished to the Provider as soon as the police report becomes available to the Motor Carrier. If no report was issued by the police then this provision would not be applicable.
- C.** Neither the Motor Carrier nor its agent may sell, transfer, destroy, or dispose of the Provider's Equipment that has been damaged or lost until the Provider has been reimbursed for the depreciated replacement value of said equipment. Provider shall transfer ownership to the party paying the depreciated replacement value or that party's designee, once payment is made.
- D.** If Motor Carrier fails to satisfy invoice for lost/stolen equipment and equipment is subsequently found and recovered, Motor Carrier will be responsible to Provider for all charges, incurred during the recovery of said equipment including, but not limited to towing, storage, fines, damages and equipment use charges.
- E.** Provider does not permit high cube equipment to move on Motor Carrier flatbeds, other than special step/drop decks so equipped to accommodate high cube containers.
- F.** Payment to Provider must be made in full for any and all insurance claims related to accidents and stolen equipment, whether it pertains to settlement for depreciated replacement values or repair estimates. Amounts invoiced are final and not to be negotiated by the Motor Carrier or its insurance provider. If the Motor Carrier's insurance does not cover the full invoiced amounts, the remainder of the monies are to be paid directly to Provider by the Motor Carrier.
- G.** Non-payment of fines and/or citations within the timeframe presented on violation documentation and/or invoiced by the Provider may result in suspension of the Motor Carrier's interchange privileges at the Provider's discretion.

VII. Reefer Container and Genset Failures

Any and all costs that are a result of below failures will be directed back to the Motor Carrier:

- 1) Failure to check circuit breakers
- 2) Failure to properly monitor fuel level
- 3) Tampering of Equipment by unqualified personnel

VIII. Chassis Pool Procedures

In order to ensure safe operation of the chassis at all times the following shall apply:

- A. Damage to Pool Chassis:** Where Provider is providing chassis and directly billed by IEP for chassis usage, Motor Carriers must adhere to the policy and procedures of the pool/chassis provider for each incident related to any type of damage to a chassis. In general, for purposes of carrying out the provisions of the UIIA and this Addendum relating to damage to pool chassis, including resolving questions or disputes relating to billing, payment and responsibility for damage, the Provider hereby designates the Pool as its agent to act on its behalf. If the policies and procedures of the pool/chassis provider, Provider's agent, conflict with the UIIA, the UIIA shall apply.
- B. Over-the-Road Repair Procedures:** Whenever a chassis requires repair while in the Motor Carrier's possession on public roads outside of terminals and depots (over-the-road maintenance), the following procedures shall apply:
 - 1) Motor Carrier must notify the Pool anytime a pool chassis component, including tires, is repaired or replaced.

(Ocean Network Express – continued)

- 2) For repairs to chassis components, other than to tires, due to Wear and Tear: Motor Carrier shall arrange for repair or replacement through the Pool's preferred vendor. Invoicing for such service will be made directly by the vendor to the Pool.
- 3) For repairs to chassis components, other than to tires, due to damage other than Wear and Tear:
 - a) Motor Carrier shall arrange for repair of chassis damaged while in the Motor Carrier's possession and shall be responsible for all costs related thereto. Such repair may be performed by the Pool's preferred vendor or such other vendor as the Motor Carrier deems appropriate.
 - b) Parts used in such repairs must be of a like for like nature, i.e. of equal or better quality in function or design.
 - c) If using a vendor other than the Pool's preferred vendor, Motor Carrier shall be responsible for the costs of correcting any deficient or otherwise improper repairs.
- 4) Repairs to tires: In the event of tire repair Motor Carrier shall shall arrange for tire repair and or replacement of any tires damaged while in the Motor Carrier's possession and shall be responsible for all costs related thereto. Such repair may be performed by the Pool's preferred vendor or such other vendor as the Motor Carrier deems appropriate.
 - a) Tire replacements, if needed, must be like for like, but in no event shall used tires or radial tires be installed on pool chassis.
 - b) If using a vendor other than the Pool's preferred vendor, Motor Carrier shall be responsible for the costs of correcting any deficient or otherwise improper repairs.

IX. C-TPAT Requirements

Truckers must acknowledge that Provider is C-TPAT certified and expects all truckers to follow C-TPAT minimum security requirements.

EFFECTIVE: MARCH 1, 2018