

General Rules & Terms

Effective Date: September 12, 2023

Section	Description
A.	SCOPE: By using this platform controlled by ContainerPort Group and Bristol Transportation, such party agrees to the General Rules & Terms contained herein. The General Rules & Terms shall control and are subject to change by ContainerPort Group and/or Bristol Transportation without the requirement of notice.
B.	CONFIDENTIALITY: The information in ContainerPort Group's Transportation Guide is intended only for the person or entity to which it is addressed and contains confidential information. You are hereby notified that any review, re-transmission, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient, is strictly prohibited.
C.	NOTE: Rates listed are F.A.K. including driver stay with time of one hour. Driver load/unload is not included.
D.	PRENOTE/DISPATCH ORDERS: All prenotes/dispatch orders must have the rate clearly shown to be considered valid. Any preapproved charges should also be listed.
E.	RATE EFFECTIVE PERIOD: All rates are subject to change with the effective date of ContainerPort Group's Transportation Guide, unless otherwise agreed to in a separate written agreement.
F.	DRIVER DETENTION: One-hour free time. Upon expiration of free time, detention charges will apply billable by the quarter hour. Rates apply when driver is detained and must wait before delivery or loading is completed beyond free time.
G.	PORT/RAIL CONGESTION: In the event there is a significant reduction in the ability of our fleet to be serviced in a timely manner by the ports and/or rails, a congestion surcharge may be instituted. Notice will be given concerning those ports and/or ramps affected and the amount of applicable surcharge.
H.	CHASSIS USAGE (<i>Does not include chassis positioning</i>): Charges apply to 20' and 40' equipment on a live load/unload, per-move basis when chassis is not provided by Ocean Carrier or private chassis is utilized. *Please refer to the Equipment Positioning section of the Transportation Rate Guide or contact your CPG representative to obtain the chassis positioning rate.
I.	HEAVY HAULAGE: Permits may be required and are subject to availability, please contact your respective dispatch teams for details and cost.
J.	20' TRI-AXLE CHASSIS: Are available (weight not to exceed 44,500lbs) on a live load/unload, per move basis at the following rate (does not include lift fees at ramp). Additional per day rate is applicable after 2 free days.
K.	OVERWEIGHT: Customer assumes responsibility for any fines, transfer expenses, chassis repairs, detention at scales (<i>no free time</i>) and loss or damage that results from being overweight. Customer will pay any fines and costs incurred plus an administration fee.
L.	HAZARDOUS MATERIALS: Rates apply on general commodities except Class A and B explosives. All hazardous cargoes are subject to a surcharge and must be disclosed to ContainerPort Group prior to acceptance.
M.	TANKER ENDORSEMENT: Applied on drayage which requires a Tank Endorsed driver.
N.	HOWLAND HOOK: Any units originating/terminating at New York Container Terminal (NYCT) are subject to a surcharge.
O.	LIQUOR/ALCOHOL FEE: All liquor loads are subject to a surcharge.
P.	CUSTOMS BOND: Use of customs bond is subject to a surcharge. Any and all bond fines, penalties, and liquidated damages due from customer's administrative error will be charged back to the customer.
Q.	RAIL/PIER DOCUMENTATION DELAY (<i>Redelivery</i>): Charges apply when driver is unable to in-gate container into pier or rail ramp as a result of documentation delays (i.e., rail billing, export documentation, etc.). Loaded storage charges may apply. If Hazardous, an additional Hazardous surcharge will apply.
R.	STOP-OFFS (<i>includes Reconsignment and Customs</i>): Additional miles incurred may affect drayage rate. Please contact your respective CPG dispatch team for rate confirmation.
S.	REFRIGERATED CARGOES: ContainerPort Group assesses a surcharge on refrigerated equipment plus any additional insurance costs.
T.	PER DIEM: Signed Per Diem Agreement required for spotting of equipment. Please contact your respective CPG dispatch team for rate confirmation. * If you have a different arrangement with an Ocean Carrier, please provide the contract number(s) and the particular details of that arrangement. After this arrangement is verified, ContainerPort Group will bill you within these terms plus an administrative fee. * Daily chassis usage fees may apply. * Rail and Domestic: Costs incurred plus an administration fee.

General Rules & Terms

Effective Date: September 12, 2023

Section	Description
U.	RELEASE VALUE: ContainerPort Group's liability for any loss or damage to cargo is subject to a maximum of \$100,000 per container or trailer. Full value rates are available upon request; additional fee may apply. Any such changes must be approved by ContainerPort Group in writing. ContainerPort Group and Bristol Transportation shall not be liable for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption. Furthermore, ContainerPort Group and Bristol Transportation will not be responsible for any damage or loss of cargo that was a result of improper blocking and bracing. Customer shall be liable for any demurrage, detention, per diem or storage charges that may be assessed unless such charges are solely due to fault of ContainerPort Group.
V.	SCALE FEE: Charge will apply per scale ticket plus any applicable transportation charges.
W.	SPOT CHARGES: If ContainerPort Group is required to make an additional positioning move, the charge quoted may be doubled.
X.	DOUBLE DROP AND HOOK: When Customer requires a switch out of containers at their dock, an additional surcharge will apply.
Y.	TARPING OR UNTARPING: If tarping or untarping is required, an additional charge will be applied per each occurrence.
Z..	LAYOVER CHARGE: Charge applies when overnight delay is incurred to provide requested service. Please contact your respective CPG dispatch team for rate confirmation.
AA.	CASH ADVANCES: Cost plus administrative fees are due whenever ContainerPort Group is required to make up-front payment for per diem, detention, demurrage, or any other fees due upon equipment pile-up.
AB.	EQUIPMENT CLEANING: It is the consignee's responsibility to accept the entire contents of the vehicle, including all cargo, damaged product, spillage, leakage, dunnage, etc. If the consignee does not properly clean out the empty vehicle and/or remove placards, an additional charge for sweepouts, washouts or placard removal will apply. Other additional charges such as disposal costs, stop-off charges and possible out-of-route mileage charges, may be incurred, as applicable.
AC.	STORAGE RATE LIABILITY: An allowance of 24 hours will be given for shipments stored on ContainerPort Group premises. Saturdays, Sundays, and Holidays do not extend this 24-hour period. Storage will be invoiced at a per day rate. Units are still subject to applicable Per Diem and daily chassis usage charges.
AD.	FUEL SURCHARGE: Rates are subject to a fuel surcharge (FSC) the factor will be subject to change on a weekly basis. FSC@containerport.com can be contacted for weekly notification.
AE.	PAYMENT TERMS: Unless otherwise agreed in writing, full payment is due within 30 days of the date of the invoice . If payment is not received within 30 days, an additional 1.5 percent interest per month will be required to satisfy full payment. Standard credit terms are as follows: Net 30 days, in any instance, where ContainerPort Group covers an expense on your behalf outside of dray, fuel, and accessorial, an administration processing fee of 15% will be applied (including but not limited to Per Diem and storage). Noncompliance to credit or terms and conditions may result in a suspension of your account and/or revocation of credit at option of ContainerPort Group.
AF.	OUT OF ROUTE: Applicable additional charges when uncontrollable routing changes that are outside of the normal routing.
AG.	WEEKEND FEE: Applicable on pick-ups and deliveries that must be made on Saturday, Sunday, or Holiday.
AH.	PIER PASS: An additional fixed fee that is charged per container for cargo that moves at the ports of Los Angeles and Long Beach.
AI.	CHOICE OF LAW: Any disputes regarding these General Rules & Terms shall be governed by Ohio law and be exclusively resolved within the court of United States District Court for the Northern District of Ohio. ContainerPort Group shall be entitled to reasonable attorney's fees and costs for the enforcement of these General Rules & Terms against any party to enforce the terms herein.