

December 09, 2024

Announcement
EB Overweight Charge

Dear Valued Customers,

Effective from **January 8th, 2025**, the Eastbound Overweight Charge for cargo destined to the USA will be imposed as follows:

<Effective Date>: 8th Jan. 2025

<REVISED>

1. Shipper shall not tender, and Carrier may refuse, a container stuffed by a Shipper or its agent with a total gross weight in excess of the maximum gross weight capacity stated on the container.

Any expense involved with Carrier's refusal or handling of such containers (including but not limited to demurrage, detention, storage, handling, inland transportation, unloading, stuffing, and restuffing of containers, and additional equipment costs) will be for the joint and several account of the Shipper, Consignee, and Cargo Owner. Any such expenses shall be paid to the Carrier before return of the container to the Shipper or release of the container to the Consignee.

2. Notwithstanding the maximum weights set forth above, it is the responsibility of the Shipper to insure that any container tendered by it to a Carrier for transportation under the scope of this tariff complies with all laws and regulations of each country that it will transit (including local, State and Federal laws and regulations in the United States) with regards to road weight limitations, including any law or regulation that provides for a lower weight limitation than set forth above.

For cargos destined to US West Coast under door term, the maximum container payload weights are listed as following,

37,000 lbs. per 20-foot container
44,000 lbs. per 20-foot container with triaxle chassis
35,500 lbs. per 20-foot reefer container
37,000 lbs. per 20-foot reefer container with triaxle chassis
44,000 lbs. per 40-foot container (Standard Dry)
44,000 lbs. per 40-foot container (High-Cube Dry)
43,500 lbs. per 40-foot reefer container without genset usage
43,000 lbs. per 40-foot reefer container with genset usage
42,500 lbs. per 45-foot container

3. If for any reason a container exceeding the maximum weights set forth above has been loaded aboard a Carrier's vessel, such container shall be discharged to the Consignee at a U.S. port and Carrier shall not transport or arrange to transport such container to any U.S. inland destination. Alternatively, the Carrier at its option and at the expense and responsibility of the Shipper, Consignee, and Cargo Owner, may take the following steps:

a. Cargo will be removed from the container in order to reduce the weight to an allowable amount and make the container ready for lawful road transportation. To the extent necessary, cargo shall be unstuffed, segregated, restuffed, etc.;

b. The cargo so removed will be forwarded to Consignee as a separate freight collect shipment from the point of removal to point of final destination;

c. The rates to be applied for the transportation of any such cargo will be those of the U.S. inland carrier that is engaged to transport the cargo.

Under either alternative, excess cargo shall be assessed a charge of U.S. \$150.00 in addition to all other freight and other costs and expenses set forth herein.

4. a. In the case of containers supplied, stowed, or packed by Shipper, Consignee, or Cargo Owner or supplied, stowed, or packed on its behalf, Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or to any other party, without regard to intent, negligence,

or any other factor for:

(i) Personal injuries or death, or damage to or loss of cargo or other property resulting from: failure of Shipper, Consignee, or Cargo Owner to comply with any applicable laws, regulations or ordinances (including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended), failure to comply with equipment specifications and standards in this Tariff, a defect in any container or other equipment supplied by Shipper, Consignee, or Cargo Owner, or failure of Shipper, Consignee, Cargo Owner, or its agent to load and brace the cargo properly, if such defect or failure is a proximate cause of injury, death, damage or loss.

(ii) Any fine, penalty, cost (including attorney's fees), bond, interest or other sanction imposed upon Carrier, its agents or participating motor carriers for violation of any applicable laws, regulations and ordinances (including without limitation over-the-road weight limitations under state and federal law and cargo weight and cargo description certification requirements under the Intermodal Safe Container Transportation Act of 1992, as amended) in connection with any transportation service provided under this Tariff resulting from failure of Shipper, Consignee, or Cargo Owner to comply with such laws, regulations and ordinances. Carrier, its agents or participating motor carriers shall have no duty to resist, dispute or otherwise oppose the levy of such fine, penalty cost (including attorney's fee), bond, interest or other sanction and shall not have any liability to Shipper, Consignee, or Cargo Owner for failure to do so.

(iii) Liability For Violation Of The Intermodal Safe Container Transportation Act of 1992, As Amended. The losses, damages, fines, penalties, costs (including attorney's fees), bonds, interest and any other sanctions referred to in subparagraphs (i) and (ii) above include, but are not limited to, any

sanctions or monetary claims of any kind imposed or asserted by the United States, a State of the United States, or any other entity or person (whether public or private) pursuant to the authority of the Intermodal Safe Container Transportation Act of 1992, as amended (the "Act") or pursuant to any state law implementing or addressing the same subject matter as the Act. The Act requires that any person tendering for intermodal transportation a loaded container or trailer with a gross cargo weight over 29,000 pounds must provide to the initial carrier at or before the time the container or trailer is tendered for transportation a certification including (1) the gross weight of the cargo (including packaging, pallets and dunnage), (2) a reasonable description of the contents of the container or trailer, (3) the identity of the number, and (5) the date of the certification.

(iv) Any charges incurred in re-handling cargo to correct any defect or failure described in subparagraphs (i) and (ii) above shall be for the joint and several account of Shipper, Consignee, and Cargo Owner.

b. Shipper, Consignee and Cargo Owner each agree, where its act or omission (or that of its agent) is a proximate cause of any loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction described in subparagraph (a) above, to indemnify and hold harmless Carrier from any such loss, damage, penalty, fine, cost (including attorney's fees), bond, interest, or other sanction and from the cost of defending claims, suits or assessments against Carrier, its agents or participating motor carriers, including without limitation reasonable attorney's fees.

5. The Carrier may refuse to release a container or trailer to a Consignee until all fines, penalties, costs (including attorney's fees), bonds, interest, and other sanctions have been satisfied or the Carrier has been reimbursed for payment of same.

6. The weight limits set forth in this rule shall supersede any different rating method shown in the applicable tariff.

7. Overweight Surcharge for IPI shipments

Overweight surcharges may be charged by both the Carrier and intermodal rail provider in accordance with their respective tariffs. Heavy IPI shipments moving via rail shall be subject to the following charge:

Per 20' USD 250 Over 44,000lb lading up to a maximum of 52,900lb gross weight

Per 40' USD 250 Over 52,000lb lading up to a maximum of 67,200lb gross weight

Per 40'HQ USD 250 Over 52,000lb lading up to a maximum of 67,200lb gross weight

Per 45' USD 250 Over 52,000lb lading up to a maximum of 67,200lb gross weight

Containers over above maximum weights will not be accepted in Intermodal service.

Lading weight is the total weight of the lading(cargo), as recorded on the Bill of Lading as "Lading Weight." Gross Weight is the lading weight plus the weight of the container.

Should you have any questions, please contact your local sales representatives or contact customer service at 1-866-4-WANHAI.

Thank you for choosing Wan Hai Lines.

We appreciate your business.

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