



Inman Maritime General Storage Terms and Conditions
Inman Maritime Corporation 22 E 5th Ave #400 Vancouver, BC V5T 1G8 Canada

1. Purpose and Application

These General Storage Terms and Conditions govern all container storage, depot handling, yard services, release, pickup, movement, rehandling, and related services arranged by, through, or in connection with **1545469 B.C. LTD. Dba Inman Maritime Corporation** (“**Inman Maritime**”). These Terms apply to every customer, purchaser, consignee, shipper, carrier, drayage provider, broker, freight forwarder, hauler, agent, representative, and other person or entity that purchases a container from Inman Maritime, requests that a container be held or stored, arranges pickup, dispatches a carrier, or otherwise deals with any container made available through Inman Maritime.

These Terms are intended to allocate risk, define responsibility for storage-related costs, and establish the conditions on which containers may remain at or be released from a third-party depot or yard. By purchasing, storing, collecting, moving, or arranging transport for any container through Inman Maritime, the applicable customer shall be deemed to have accepted and agreed to these Terms in full, whether or not any separate agreement is executed.

2. Definitions

For the purposes of these Terms, the following words and expressions have the meanings set out below.

“**Carrier**” means any motor carrier, drayage carrier, inland carrier, trucker, transport company, broker, freight forwarder, rail provider, ocean carrier, or other person or entity involved in the transportation, dispatch, collection, release, or movement of a container.

“**Container**” means any ISO shipping container, intermodal container, cargo container, storage container, reefer container, dry container, high-cube container, flat rack, tank container, special equipment, or other similar transport equipment, whether twenty-foot, forty-foot, forty-five-foot, or otherwise.

“**Customer**” means any person or entity that purchases a container from Inman Maritime, requests storage, arranges pickup, dispatches a carrier, receives delivery information, or otherwise asserts any right, interest, or control over a container.

“**Depot**” means any third-party yard, depot, terminal, storage facility, container yard, inland facility, marine terminal, rail terminal, or other place where a container is stored, handled, positioned, released, held, gated in, gated out, inspected, or made available for pickup.

“**EIR**” means any equipment interchange receipt, gate receipt, interchange record, release record, inspection receipt, gate-out record, or similar document or electronic confirmation generated at the time of interchange, release, or pickup of a container.

“**Empty Container**” means a container not carrying cargo at the relevant time, but does not imply that the container is clean, repaired, odour-free, watertight, cargo-worthy, free of residue, or otherwise fit for any specific purpose.

“ **Free Time** ” or “ **Free Storage Period** ” means the initial thirty (30) calendar day storage period included with a container purchase, commencing when the container becomes available at the Depot.

“ **Laden Container** ” means a container carrying cargo, goods, materials, equipment, residue, packaging, or any contents of any kind.

“ **Rehandling** ” means any additional movement, shifting, restacking, repositioning, digging out, sorting, segregation, retrieval, inspection move, relocation, or other internal yard movement of a container beyond the ordinary single movement associated with standard pickup and release.

“ **Storage** ” means the holding, placement, occupation, reservation, or use of space at a Depot or Yard by a container, whether or not the container is actively being used, moved, or accessed.

“ **TEU** ” means a twenty-foot equivalent unit, being the standard measure for container-based storage billing, where one 20-foot container equals one (1) TEU and one 40-foot container equals two (2) TEUs.

“ **Yard** ” means the physical container yard, depot area, storage area, stacking area, gate area, or any other facility space where a container is kept or handled.

3. Scope of Terms

These Terms govern all container storage, release, scheduling, pickup, depot coordination, yard handling, rehandling, missed collections, failed haulage events, and associated charges arranged through Inman Maritime. They apply to all containers purchased through Inman Maritime or otherwise made available by Inman Maritime at any third-party Depot.

These Terms apply in addition to any invoice, sales confirmation, pickup release, depot instruction, operational notice, quotation, payment demand, or other communication issued by Inman Maritime. To the extent of any inconsistency, Inman Maritime may determine in its sole discretion which document or instruction governs, provided that no such determination shall reduce or limit the Customer’s responsibility for payment of charges or compliance with depot requirements.

4. Thirty-Day Free Storage Period

Each container purchase includes up to thirty (30) calendar days of free storage only. The Free Storage Period begins on the date the container becomes available for pickup at the applicable Depot, regardless of whether the Customer has received notice, arranged transportation, requested a delay, or taken any steps to collect the container.

The Free Storage Period runs continuously and is not suspended, extended, tolled, or restarted by weekends, statutory holidays, labour interruptions, weather events, dispatch problems, lack of pickup appointment, administrative delay, carrier unavailability, or any other circumstance unless Inman Maritime expressly agrees otherwise in writing.

Free storage applies whether the container is picked up promptly or remains idle and uncollected. The Customer acknowledges that depot space has value and that a container occupying or allocated to yard space may accrue storage charges immediately upon expiry of the Free Storage Period whether or not the Customer has used, inspected, or accessed the container.

5. Storage Charges

Immediately upon expiry of the thirty (30) calendar day Free Storage Period, storage charges shall begin to accrue automatically and without further notice. Storage is billed on a daily basis per TEU

unless the applicable Depot uses another billing basis, in which case the Depot's method shall apply. For the avoidance of doubt, one 20-foot container shall be treated as one (1) TEU and one 40-foot container shall be treated as two (2) TEUs.

Storage charges apply for each calendar day or part thereof during which the container remains in storage, is not collected, is subject to hold, is awaiting instructions, is delayed by the Customer or Carrier, or remains at the Depot for any reason after expiry of free time.

All storage rates, billing increments, administrative charges, taxes, surcharges, minimums, and related fees are determined solely by the third-party Depot or Yard. Inman Maritime does not fix, regulate, audit, guarantee, or absorb Depot pricing. The Customer is fully and unconditionally responsible for all storage charges and related fees assessed in relation to the container, without set-off, withholding, reduction, or dispute based on alleged lack of notice, misunderstanding, operational inconvenience, or failure to collect the container.

6. Customer Notification Obligations

If the Customer expects or requires storage beyond the Free Storage Period, the Customer must notify its Inman Maritime representative in writing before the expiry of the thirty (30) day free period. Such notice must identify the container number, current location if known, anticipated pickup date, and the name of any Carrier intended to collect the container.

Failure to notify Inman Maritime does not delay the commencement of storage charges, does not waive any fees, and does not create any duty on the part of Inman Maritime to issue reminders, warnings, or courtesy notices. The Customer bears sole responsibility for monitoring pickup timing and for coordinating collection before chargeable storage begins.

7. Pickup and Depot Requirements

A minimum of twenty-four (24) hours' prior notice is required before pickup of any container unless a longer notice period is imposed by the applicable Depot or by Inman Maritime. Pickup is at all times subject to depot gate hours, appointment systems, staffing levels, operational conditions, payment clearance, documentation requirements, yard congestion, safety rules, weather conditions, and any other operational limitations then in force.

The Customer is solely responsible for ensuring that its Carrier arrives properly equipped and authorized, including with any required appointment, release documentation, identification, chassis, permits, insurance, and safety compliance. Inman Maritime shall have no responsibility for unsuccessful pickup attempts arising from incomplete paperwork, missed appointments, Carrier error, non-compliant equipment, or third-party Depot requirements.

8. Failed Haulage and Missed Pickup

Any failed haulage, dry run, refused gate access, missed appointment, unsuccessful pickup, delayed pickup, or similar event caused in whole or in part by the Customer, the Customer's Carrier, inadequate notice, incomplete documentation, scheduling failure, payment issue, equipment issue, or non-compliance with depot procedures shall be entirely at the Customer's risk and expense.

The Customer shall be liable for all resulting costs, including additional storage, rehandling, truck waiting time, dry-run charges, administrative fees, appointment rebooking fees, cancellation charges, and any other cost or charge imposed by the Depot, the Carrier, or Inman Maritime in connection with the failed or delayed pickup.

9. Condition of Containers; EIR; As-Is Pickup

The Customer, and any Carrier acting on the Customer's behalf, must inspect the container at the time of pickup and before departure from the Depot. The inspection must include all visible exterior condition reasonably capable of observation at the time of release, including doors, locking assemblies, panels, roof, corner castings, obvious dents, holes, corrosion, placards, odours, residue, contamination, and any other readily apparent condition.

Any EIR or gate record is intended only to record apparent and visible condition noted at interchange. Inman Maritime does not represent or warrant that any inspection by the Depot is exhaustive, that any EIR identifies all defects, or that hidden, latent, structural, underfloor, undercarriage, watertightness, or other non-visible conditions have been inspected or disclosed.

Upon pickup, gate-out, execution or issuance of an EIR, loading onto the Carrier's equipment, or departure from the Depot, whichever occurs first, the container shall be deemed finally accepted by the Customer on a strict **as-is, where-is, with all faults** basis. No claim for damage, defect, condition, suitability, contamination, odour, hidden defect, structural issue, water ingress, flooring issue, cleanliness issue, cosmetic issue, or missing component shall be accepted after the container has left the Depot.

10. Rehandling and Additional Charges

The Customer acknowledges that additional yard movements may become necessary where pickup is delayed, instructions are changed, a specific container must be retrieved from a storage block, the Depot must reposition a container for access, or the Customer requests any special handling, inspection positioning, cleaning, segregation, or priority movement.

Any such additional movement may result in rehandling charges or other accessorial charges. Rehandling may be charged per movement, per event, per request, or on such other basis as the Depot determines. Inman Maritime may invoice the Customer for such charges directly or require the Customer to pay the Depot or another third party.

All costs arising from changed instructions, special retrieval requests, yard congestion caused by delayed collection, or any extra move beyond ordinary release shall be borne solely by the Customer.

11. Payment Terms

All charges are due immediately upon invoice unless Inman Maritime specifies otherwise in writing. Charges shall be considered incurred when the underlying service, storage period, yard movement, release activity, or administrative event occurs, whether or not the invoice has already been issued.

Inman Maritime may require payment in advance, require cleared funds before issuing release instructions, suspend further services, deny storage extensions, refuse pickup authorization, or place an administrative hold on any container where any amount is outstanding.

Any overdue amount shall accrue interest at the rate of two percent (2.0%) per month, calculated monthly and not in advance, or the maximum lawful rate permitted under applicable law, whichever is less. The Customer shall also be responsible for all penalties, administrative fees, collection costs, and legal expenses associated with late payment.

The Customer shall not withhold, offset, charge back, deduct, or defer payment on account of any dispute concerning container condition, depot service levels, timing, release issues, third-party charges, or any other matter.

12. Lien, Right to Hold Containers, and Right to Sell or Dispose for Non-Payment

Inman Maritime shall have, in addition to any lien or right arising by law, a general and continuing contractual lien and security interest over any container, related equipment, contents, documents, and proceeds in respect of all amounts owing by the Customer, whether arising under these Terms or any other transaction with Inman Maritime.

Where charges remain unpaid, Inman Maritime may, and may authorize the Depot to, withhold release, hold the container, deny pickup, deny access, suspend services, or refuse to provide documents or coordination until all amounts have been paid in full.

If any invoice or accrued charge remains unpaid for fifteen (15) calendar days after due date or written demand, Inman Maritime may issue notice requiring immediate payment and removal of the container. If the Customer fails to satisfy all amounts and remove the container within ten (10) calendar days after such notice, Inman Maritime may continue to hold the container and may take steps to enforce its lien.

If charges remain unpaid for thirty (30) calendar days following notice of default, Inman Maritime may, to the fullest extent permitted by applicable law, sell, transfer, auction, scrap, dispose of, or otherwise realize upon the container and any contents without further liability to the Customer except to the extent mandatory law requires otherwise. Sale or disposal proceeds may be applied first to storage charges, handling costs, legal fees, collection expenses, notice costs, sale costs, disposal costs, environmental costs, and all other outstanding sums. The Customer remains liable for any deficiency remaining after application of proceeds.

13. Abandonment of Equipment

Any container left at a Depot beyond the Free Storage Period and not collected within a reasonable time, or any container subject to unpaid charges, ignored notices, refused pickup, or prolonged inactivity, may be deemed abandoned by Inman Maritime.

Where a container is deemed abandoned, Inman Maritime may continue to charge storage and administrative fees and may relocate, transfer, dispose of, sell, scrap, or otherwise deal with the container as it considers appropriate in the circumstances. Abandonment does not extinguish the Customer's liability for storage, handling, legal fees, removal costs, environmental costs, sale costs, deficiency balances, or any other amount arising in connection with the container.

14. Indemnification

The Customer shall defend, indemnify, and hold harmless Inman Maritime, its affiliates, officers, directors, employees, contractors, agents, and representatives from and against any and all claims, demands, actions, proceedings, liabilities, losses, damages, fines, penalties, costs, and expenses, including legal fees on a full indemnity basis, arising directly or indirectly from or in connection with the container, its storage, its pickup, its transport, its condition, its contents, or any act or omission of the Customer or the Customer's Carrier or representatives.

This indemnity includes, without limitation, claims relating to delay, failed pickup, damage to property, personal injury, contamination, hazardous materials, improper placarding, regulatory non-compliance, unpaid charges, title disputes, ownership disputes, cargo claims, and third-party claims of any kind.

The indemnity shall apply whether the claim arises before, during, or after storage and shall survive release, removal, sale, or disposal of the container.

15. Limitation of Liability

Inman Maritime acts as a seller, coordinator, and commercial intermediary and does not operate or control third-party Depots, Yards, carriers, terminals, or storage facilities unless expressly agreed in writing. Inman Maritime shall not be liable for any act, omission, delay, refusal, pricing decision, service failure, scheduling issue, storage rate, gate restriction, congestion, labour disruption, or operational issue attributable to a third-party Depot, Yard, Carrier, or terminal, or governmental authority.

Without limiting the foregoing, Inman Maritime shall not be liable for any damage, loss, theft, deterioration, rust, corrosion, odour, infestation, contamination, hidden defect, structural defect, water ingress, cosmetic condition, or loss of use affecting any container while the container is in the custody or control of a Depot, Yard, Carrier, or other third party.

In no event shall Inman Maritime be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages, including lost profits, business interruption, detention, demurrage, substitute transport costs, customer claims, loss of opportunity, or reputational harm.

To the maximum extent permitted by law, the aggregate liability of Inman Maritime in relation to any one container or transaction shall not exceed the lesser of the amount paid directly to Inman Maritime for the specific container transaction giving rise to the claim or CAD \$500.00. Any claim must be made in writing promptly and in any event no later than five (5) calendar days after pickup or the event giving rise to the claim, failing which the claim shall be conclusively barred.

16. Third-Party Depot Disclaimer

All storage, handling, gate, release, movement, and operational services are performed by independent third-party Depots or Yards unless expressly stated otherwise by Inman Maritime in writing. Such third parties are not employees, agents, partners, or joint venturers of Inman Maritime.

Inman Maritime does not warrant or guarantee third-party depot pricing, release timing, service levels, gate availability, storage methodology, inspection practices, staffing, security, operating hours, appointment systems, safety practices, or yard procedures. Any estimate or information provided by Inman Maritime regarding depot operations is informational only, may change without notice, and shall not create any representation, warranty, or assumption of liability by Inman Maritime.

The Customer is solely responsible for complying with all rules, procedures, schedules, payment requirements, and operational conditions imposed by the relevant Depot or Yard.

17. Force Majeure

Inman Maritime shall not be responsible for any delay, inability to perform, non-performance, increased cost, or failure to release or coordinate pickup arising from causes beyond its reasonable control. Such causes include, without limitation, severe weather, flood, fire, earthquake, natural disaster, port congestion, terminal congestion, road closures, labour shortage, strike, lockout, work stoppage, equipment shortage, chassis shortage, carrier failure, power outage, communications failure, cyber incident, epidemic, pandemic, governmental action, customs action, police action, war, terrorism, civil unrest, embargo, sanctions, quarantine, regulatory restriction, or the act or omission of any third party.

During any force majeure event, Inman Maritime's obligations shall be suspended to the extent affected, but storage charges and other amounts accruing at the Depot may continue and shall remain for the Customer's account unless Inman Maritime expressly agrees otherwise in writing.

18. Attorney's Fees and Collection Costs

The Customer shall pay all legal fees, collection costs, court costs, enforcement costs, agency fees, lien enforcement expenses, notice costs, sale costs, and other expenses incurred by Inman Maritime in collecting unpaid amounts, enforcing these Terms, preserving or realizing upon a container, defending claims connected to the Customer or container, or responding to any dispute arising out of storage or pickup activities.

Such costs shall be payable on a solicitor-and-client or full indemnity basis to the fullest extent permitted by law.

19. No Waiver

No delay or failure by Inman Maritime to enforce any right, remedy, charge, lien, hold, deadline, or requirement under these Terms shall constitute a waiver of that right or any other right. Acceptance of late payment, partial payment, or irregular performance shall not operate as a waiver of strict compliance.

Any waiver by Inman Maritime must be in writing and signed by an authorized representative. A waiver granted in one instance shall not apply to any prior, concurrent, or future instance.

20. Compliance with Laws and Depot Rules

The Customer shall comply, and shall cause its Carrier and all other representatives to comply, with all applicable laws, regulations, bylaws, safety rules, transportation requirements, customs requirements, dangerous goods requirements, environmental requirements, and depot or yard operating procedures.

The Customer shall not cause or permit any hazardous, offensive, leaking, contaminated, unstable, improperly documented, improperly placarded, or unlawful container to be stored, released, or moved without full prior disclosure and all necessary approvals. Inman Maritime may refuse service, refuse release coordination, require removal, or take protective action where any container poses or may pose a safety, environmental, legal, financial, or operational risk.

21. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the **Province of British Columbia** and the federal laws of **Canada** applicable therein, without regard to conflict of laws principles.

The courts of **British Columbia**, sitting in **Vancouver, British Columbia**, shall have exclusive jurisdiction over any dispute, claim, proceeding, or enforcement matter arising from or related to these Terms, any storage charges, any lien enforcement, any pickup dispute, or any container transaction involving Inman Maritime. The Customer irrevocably attorns to the jurisdiction of those courts and waives any objection based on forum non conveniens or similar doctrine.

22. Entire Terms

These Terms constitute the entire understanding between Inman Maritime and the Customer with respect to storage, depot handling, pickup, charges, and related matters concerning containers made available through Inman Maritime, and supersede any prior oral statements, emails, informal understandings, or inconsistent customer terms.

No representation, statement, promise, or course of dealing shall amend or override these Terms unless expressly confirmed in writing by Inman Maritime.

23. Severability

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be severed or limited only to the extent necessary, and the remaining provisions shall continue in full force and effect.

24. Interpretation

These Terms shall be interpreted fairly as a commercial risk-allocation document and not strictly for or against any party by reason of authorship. Headings are inserted for convenience only and do not affect interpretation.

The words “including” and “includes” shall mean “including without limitation.” The singular includes the plural and vice versa where the context requires.

25. Amendments

Inman Maritime may amend, revise, replace, supplement, or update these Terms from time to time in its sole discretion. Any updated version may be issued by posting, invoice reference, quotation reference, email circulation, sales documentation, release communication, or other written notice.

The version in effect at the time storage is provided, charges accrue, or pickup is arranged shall apply unless Inman Maritime states otherwise in writing. Continued storage, continued non-removal of a container, payment of an invoice, or further dealings with Inman Maritime after notice of revised Terms shall constitute acceptance of the revised Terms.

26. Survival

All provisions concerning payment, storage charges, rehandling, liens, sale rights, abandonment, indemnities, limitations of liability, legal costs, governing law, jurisdiction, interpretation, and survival shall remain in effect notwithstanding pickup, release, transfer, sale, disposal, completion of services, or termination of the commercial relationship between the parties.

27. Contact Information

All notices, storage-related communications, and operational correspondence intended for Inman Maritime should be directed to:

1545469 B.C. LTD. Dba Inman Maritime Corporation (“ Inman Maritime ”) 22 E 5th Ave #400
Vancouver, BC V5T 1G8 Canada