

**TERMINAL SERVICES TARIFF**

**FOR**

**DP WORLD SAINT JOHN, INC.**

**Trading as DP World Saint John**

**EFFECTIVE APRIL 1, 2026**



**DP WORLD**

**"NOTICE"**

Take notice that the terms and conditions of this Tariff and the Conditions as referenced herein contain provisions limiting and/or excluding liability on the part of DP World Saint John, Inc. and the St. John's Port Authority.

## TABLE OF CONTENTS

1	PREFACE AND BASIC TERMS .....	4
2	PORT AUTHORITY AND OTHER CHARGES .....	6
	SECTION A: QUAYSIDE SERVICES .....	8
3	VESSEL SERVICES.....	8
4	VESSEL RELATED CONTAINER HANDLING SERVICES .....	10
	SECTION B: LANDSIDE SERVICES / CONTAINER OPERATIONS.....	11
5	TERMINAL ACCESS .....	11
6	ELECTRICAL / CLIP-ON SERVICES.....	13
7	TERMINAL SERVICES .....	14
8	RAIL SERVICES .....	17
9	STORAGE AND DEMURRAGE CHARGES.....	18
10	WAREHOUSING SERVICES.....	19
11	EQUIPMENT HIRE.....	20
12	NON-CONTAINERIZED CARGO .....	21
13	RORO CARGO .....	25
14	LABOUR CHARGES.....	26
15	CHARGES GENERALLY .....	28
16	CARGO.....	29

## COMPANY INFORMATION

<b>Hours of Operation</b>	Regular Office Hours	0800 to 1630 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week
<b>Telephone Numbers:</b>	Main Office	(506) 696-0330
	Fax:	(506) 696-0332
<b>Address:</b>	10 King Street West Unit 8 Saint John, NB E2M 7Y5 Canada Saint John	
<b>Website:</b>	<a href="http://www.dpworld.com/canada">www.dpworld.com/canada</a>	

# 1 PREFACE AND BASIC TERMS

## **Short Title**

This document may be cited as the "Terminal Services Tariff," and is generally referred to as the "Tariff."

## **Publication**

This Tariff is published by the Operator with the approval of the Port Authority. It incorporates certain provisions of the Port Authority Fee Document for wharfage and berthage charges.

## **Effective Date and Changes**

This Tariff shall be subject to change without specific notice and such changes will be effective from April 1, 2026 (the "Effective Date"), or such other date specified in the notice.

## **Scope of Tariff**

This Tariff and all rates, charges, rules, regulations and definitions contained herein, and the DP World Standard Terms and Conditions (the "Conditions") available on-line at [www.dpworld.com/canada](http://www.dpworld.com/canada), shall apply to the Cargo and related marine operations at the Terminal (including the "Services" defined in the Conditions) and to all Users and any individual, person, firm or corporation engaged in and/or responsible for the handling of a Vessel and/or the movement of its Cargo, including but not limited to; Vessel and/or cargo agents, charterers, brokers, freight forwarders and shippers or consignees. The Terminal is owned by the Port Authority and operated by the Operator.

The Operator provides the Services to the Users, subject to the terms, conditions, rules, regulations and definitions of this Tariff and the Conditions, which shall govern the relationship between the Operator and such Users.

## **Notice to Public**

This Tariff and the Conditions are notice that the rates, charges, terms, conditions, exclusions from liability, limitations, rules, regulations, and definitions contained herein apply to all Users of any of the services described herein, or any of the property described herein without specific notice, quotation, or prior arrangement. Where there is a direct conflict between this Tariff, the Conditions and the Port Authority Fee Document, the Port Authority Fee Document shall apply but only to the extent of such conflict.

The Port Authority provides berthage at the Terminal, subject to all the terms and conditions of the Port Authority Fee Document. The use of any of the Services, the Terminal, docks, wharves, and facilities operated by the Operator shall be deemed complete acceptance of this Tariff, the Conditions and the Port Authority Fee Document and any revisions or supplements thereto and all such persons agree to pay all charges specified herein and to be governed by the rules and regulations appearing in this Tariff.

The Operator reserves the right to furnish all equipment, supplies and materials and to perform all services in connection with the Services.

## **Limitations and Exclusion of Liability**

Take notice that the Conditions and this Tariff contain provisions limiting, and/or excluding liability on the part of the Operator, the Port Authority their respective affiliates and others.

## **Charges**

Charges for Services shall not exceed the rates published in this Tariff.

All charges herein, when not paid or absorbed by the Customer, are for the account of the Cargo Owner, unless otherwise specified.

All charges quoted herein are in Canadian dollars and based on performing the work during Straight Time operating periods.

## 1.1 DEFINITIONS

In this Tariff:

The definitions set out in the Conditions are incorporated herein except:

**“Operator”**, as used in this Tariff, means DP World Saint John, Inc. and its directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the Operator’s behalf;

**“Terminal”**, as used in this Tariff, means Port Saint John, having a Terminal address at 10 King Street West, Saint John, NB.; and,

**“Port Authority”**, as used in this Tariff, means the Saint John Port Authority, also known as Port Saint John, and their officers, employees, servants, and agents.

**Abandoned Cargo** - means any Cargo that is under the Operator’s control due to not having been withdrawn from the Terminal by a Customer or Cargo Owner, as applicable, thirty (30) days after the expiration of any applicable Free Time or the Customer or Cargo Owner, as applicable, has confirmed in writing that they have abandoned the Cargo.

**Berth Corridor** – means the portions of the Terminal immediately adjacent to the berths.

**Bill of Lading** - means the bill of lading issued by the Customer to distinguish a single Shipment of Cargo carried by a Vessel.

**Breakbulk Cargo** - means Cargo which transits the Terminal in units or packages (not including Containers).

**CBSA** – means the Canada Border Services Agency established pursuant to the Canada Border Services Agency Act, S.C. 2005, c. 38.

**Collective Agreement** – means an agreement in writing between an employer and an organization of employees that concerns, rates, charges, terms, conditions of employment.

**Container Storage Area** – means an area of open space provided for storing containerized Cargo (usually in idle status).

**Container Yard** – means a place designated within the Terminal where containerized Cargo, which are in transit between Vessels and Inland Carriers or the container freight station, are temporarily held or assembled.

**Demurrage** - means the daily charge payable on Imported and Exported Cargo which remain on the Terminal longer than the applicable Free Time.

**Effective Date** - has the meaning set forth in Section 1 (Preface and Basic Terms).

**EIR** - means equipment interchange receipts.

**Export** - means the movement of Cargo from an Inland Carrier to a place of rest at the Terminal and its subsequent transfer onto a Vessel.

**Free Time** – means a period of time specified in this Tariff during which containerized Cargo or non-containerized Cargo, as applicable, may occupy space assigned to it in the Terminal, free of storage charges, either prior to the loading to a Vessel or subsequent to the discharge from a Vessel.

**Import** - means the movement Cargo from a Vessel to a place of rest at the Terminal, and its subsequent transfer to an Inland Carrier.

**Inland Carrier** – means railway company, rail carrier, truck carrier, cartage company, tug and barge company operating within the coastal and/or inland waters, a private carrier, or any other transport vehicle that receives or delivers Cargo discharged from or to be loaded onto a Vessel.

**LOA** - means the maximum length overall of the Vessel in meters as stated on the certificate of registry or an alternate certificate document that declares the maximum length of a Vessel.

**M.T.** - means that the number of Tonnes is calculated by measurement, in cubic meters, and equals 1,000 kilograms, or 2,204.6 pounds, or 1.1023 short tons, or 0.9842 long tons.

**M/E** - means that the charge is based on man-hour rates and charges for equipment rental, as set out in this Tariff.

**N.O.S.** - means Cargo not otherwise specified.

**Non-Working Period** - are for the purposes of calculating berthage fees limited to Christmas Day, New Year’s Day, and Labour Day, always subject to the Vessel in fact not being worked, meaning there is no loading or unloading of Cargo.

**OOG** – means out of gauge and in respect of a Container means it does not conform to ISO dimensional standards.

**Overtime** – means hours of work over the regular shift hours performed in premium pay periods as defined in the Collective Agreement

**Shipment** – means a single consignment of Cargo tendered on one shipping document at one time from one point of origin by one shipper for one consignee to one point of destination. A shipment which is transported by a Vessel is distinguished by a separate Bill of Lading or Waybill issued by the Customer.

**Stores** - means a Vessel's supplies.

**Straight Time** – means the hours of work defined in a Collective Agreement as regular straight time hours.

**Statutory Holidays** - means has the meaning set forth in the Collective Agreement.

**TEU** - means twenty-foot equivalent unit and in calculating TEUs, a 20' Container shall comprise one (1) TEU, a 40' Container shall comprise two (2) TEUs, and a 45' Container shall comprise two and a quarter (2.25) TEUs.

**Tonne** - unless otherwise specified, all "Tonnes" shall be regarded as freight tonnes and shall be determined by a weight Tonne of one thousand (1,000) kilograms or a measurement of one (1) cubic meter, whichever is greater.

**Transshipment** - means to transfer Cargo from one Vessel to another for further transportation to another terminal with said transfer occurring completely at the Terminal, in the case of laden containerized Cargo, without the containerized Cargo being destuffed or altered in form or composition.

**W.T.** - means that the number of Tonnes is calculated by weight, in metric Tonnes.

**Waybill** - means the waybill issued by the Customer to distinguish a single shipment of Cargo carried by a Vessel.

**Working Periods** - means all other periods of time outside those deemed non-Working periods.

## 1.2 CONVERSION FACTORS

The following conversion factors will be used to convert weight and measurements or other values when needed to apply to the applicable fee(s) contained in this Tariff.

Converting From		Converting To
Kilogram ("kg"): one	=	2.2046 pounds
Litre("L"): one	=	0.2200 Imperial Gallons or 0.2646 U.S. Gallons
Meter ("m"): one	=	3.2808 feet
Cubic meter("m <sup>3</sup> ): one	=	1,000 Litre, or 35.315 cubic feet, or 0.08830 measurement tons (40 cubic feet), or 0.4238 MFBM, or 220.0 Imperial Gallons, or 27.50 Imperial Bushels, or 6.290 barrels (42 U.S. gallons)

## 1.3 CONDITIONS

The terms and conditions as set out in the Conditions shall apply notwithstanding any other term or condition herein, unless any such provision conflicts directly with the terms or conditions of this Tariff, in which case the terms and conditions of this Tariff shall apply but only to the extent of any such conflict.

## 2 PORT AUTHORITY AND OTHER CHARGES

### 2.1 WHARFAGE FEES

A wharfage fee is assessed and collected by the Port Authority for handling Cargo at Port Authority property. Users should confirm all wharfage fees with the Port Authority. The Port Authority Fee Document can be found at the Port Authority website: <http://www.sjport.com>.

## 2.2 MINOR DAMAGE

Notwithstanding the Operator's other rights and obligations under this Tariff and the Conditions, the Operator, at its sole discretion, may assess a charge against any User that damages the Operator's property or the Terminal. Any charge so assessed is without prejudice and in addition to the Operator's other rights or remedies under this Tariff and the Conditions to recover their actual loss.

	<b>Unit</b>	<b>Rate</b>
<i>Minor Damage</i>	Per Incidence	\$228.90

## 2.3 SECURITY BREACHES

Notwithstanding the Operator's other rights and obligations under this Tariff and the Conditions, the Operator, at its sole discretion, may assess a charge against any User each time that User breaches any of the Operator's security rules and regulations.

	<b>Unit</b>	<b>Rate</b>
<i>Security Breach</i>	Per Incidence (First Offence)	\$761.42
	Per Incidence (Second Offence)	\$2,284.22

## 2.4 ABANDONED CARGO OR CONTAINERS

Notwithstanding the Operator's other rights and obligations under this Tariff and the Conditions, the Operator, at its sole discretion, may assess a charge against any User that leaves Abandoned Cargo or Containers at the Terminal. Any charge so assessed is without prejudice and in addition to the Operator's other rights or remedies under this Tariff or the Conditions, including, without limitation, the rights set out in clause 7.7, 7.8 and 7.9 of the Conditions and Section 16.4 (Compulsory Removal of Cargo) of this Tariff.

	<b>Unit</b>	<b>Rate</b>
<i>Abandoned Cargo</i>	Per Container or Unit of Cargo, as Applicable	\$8,079.95
	Per M.T. of Cargo not in a Container or Unit	Removal 25%

## 2.5 FUEL SURCHARGE

The Operator will assess a fuel surcharge once the crude oil price as per the WTI exceeds \$100 CAD per barrel. For this calculation, the posted WTI crude oil price will be based on previous month's average WTI price: Source: <https://fred.stlouisfed.org/series/DCOILWTICQ>. The rate will be set on a monthly basis based on the previous month's average crude price per the WTI. The USD price will be converted to CAD at previous month's average monthly exchange rate Source: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>.

	<b>Unit</b>	<b>Rate</b>
Fuel surcharge for when crude price is between \$100.00 - \$115.00	Laden TEU	\$7.56
	Empty TEU	\$4.00
	Non-Containerized	\$0.26
Fuel surcharge for when crude price is between \$115.01- \$130.00	Laden TEU	\$8.70
	Empty TEU	\$4.60
	Non-Containerized	\$0.36
Fuel surcharge for when crude price is between \$130.01- \$145.00	Laden TEU	\$9.83
	Empty TEU	\$5.20
	Non-Containerized	\$0.49
Fuel surcharge for when crude price is between \$145.01 - \$160.00	Laden TEU	\$10.97
	Empty TEU	\$5.81
	Non-Containerized	\$0.60
Fuel surcharge for when crude price is between \$160.01 - \$180.00	Laden TEU	\$12.10
	Empty TEU	\$6.41

Fuel surcharge for when crude price is between \$180.01 - \$190.00	Non-Containerized	\$0.71
	Laden TEU	\$13.23
	Empty TEU	\$7.01
Fuel surcharge for when crude price is between \$190.01 - \$205.00	Non-Containerized	\$0.79
	Laden TEU	\$14.37
	Empty TEU	\$7.61
Fuel surcharge for when crude price is between \$205.01 - \$220.00	Non-Containerized	\$0.85
	Laden TEU	\$15.50
	Empty TEU	\$8.21
	Non-Containerized	\$0.92

## SECTION A: QUAYSIDE SERVICES

### 3 VESSEL SERVICES

#### 3.1 HANDLING LINES

The Vessel charges below are computed on a three-hour basis. Where any line calls exceed three hours, the charge for each extra hour or portion thereof, is twenty five percent (25%) of the published charge.

	Unit	Rate
<i>Line Handling @ Straight Time</i>	Per Occurrence	\$2,488.06
<i>Line Handling @ Time + ½</i>	Per Occurrence	\$3,732.09
<i>Line Handling @ Time + 1</i>	Per Occurrence	\$4,976.12

**Note:** These rates may be subject to changes and should be re-confirmed at the date of service

#### 3.2 VESSEL DETENTION

	Unit	Rate
<i>Delay of Vessel Forced by Port Authority</i>	Per Foot per day, or Part Thereof	Per Case

#### 3.3 LAY-BY FACILITIES

	Unit	Rate
<i>Where a Vessel is Laid at Terminal at Request of Vessel Owner / Agent</i>	Per Foot per day or Part Thereof	\$2.02
<i>Winter Surcharge from Dec 15<sup>th</sup> to Mar 31<sup>st</sup> @ 50%</i>		\$3.03

#### 3.4 ON-BOARD PREMIUM FOR REEFER CONTAINER

	Unit	Rate
<i>On-Board Premium for Reefer Container (Plugging &amp; Unplugging on Board Vessel)</i>	Per Event	Per Event

#### 3.5 HATCH COVERS

This charge is for unloading and reloading of Hatch Covers (per ponton – includes move from Vessel to quay and from quay to Vessel)

	Unit	Rate
<i>Hatch Covers</i>	Per Pontoon (incl. 6 moves)	\$2,043.57

### 3.6 GEAR BINS / NON-STANDARD CONTAINERS

	<b>Unit</b>	<b>Rate</b>
<i>Gear Bins / Non-standard Containers</i>	Per Move (incl. lift to/from bay position or quay)	\$681.19

### 3.7 PORT OF SAINT JOHN EMPLOYERS ASSOCIATION ASSESSMENT

	<b>Unit</b>	<b>Rate</b>
<i>PSJEA Assessment (Third Party Charge)</i>	Per M.T.	\$0.88

### 3.8 ILA PENSION & WELFARE ASSESSMENT

	<b>Unit</b>	<b>Rate</b>
<i>ILA Pension &amp; Welfare Assessment (Third Party Charge)</i>	Per M.T.	\$2.63

### 3.9 TOP WHARFAGE

	<b>Unit</b>	<b>Rate</b>
<i>Top Wharfage (Charged by Port Authority Direct to Line) *Refer to <a href="https://www.sjport.com/tariffs">https://www.sjport.com/tariffs</a></i>	Per Port Tariff	Per Port Tariff

### 3.10 DEADTIME / STANDBY

A standby charge shall be imposed where workers are provided for a specific time and are ready to work or have started to work but are for any reason delayed or work is cancelled.

	<b>Unit</b>	<b>Rate</b>
<i>Charged when Labour is Ordered but Unable to Work for Reasons Beyond Operator's Control</i>	Per Hour or Part Thereof	Per Case

### 3.11 LOADING / DISCHARGING USING SHIP GEAR

	<b>Unit</b>	<b>Rate</b>
<i>Loading /Discharging Using Ship Gear</i>	Per Unit	Upon Request

### 3.12 EXTRA SERVICES

	<b>Unit</b>	<b>Rate</b>
<i>Extra Services – Includes Gantry Crane</i>	Per Gang Hour	Upon Request

### 3.13 SECURITY SERVICES

DPWSJ will provide security for all Vessels and craft occupying a berth, including those laying alongside another craft.

	<b>Unit</b>	<b>Rate</b>
<i>Security Services</i>	Per Hour	\$72.95

### 3.14 REFUNDABLE CLEANUP DEPOSIT

The refundable clean up deposit is a deposit paid by Users when they request the Operator to cleanup certain debris.

	<b>Unit</b>	<b>Rate</b>
<i>Refundable Cleanup Deposit</i>	N/A	By Arrangement

### 3.15 SERVICES NOT OTHERWISE SPECIFIED

The Operator may agree, in writing, with a User to charges for other services not specified in this Tariff.

	<b>Unit</b>	<b>Rate</b>
<i>Services not Otherwise Specified</i>	N/A	By Arrangement

## 4 VESSEL RELATED CONTAINER HANDLING SERVICES

### 4.1 CONTAINER HANDLING

<b>Container Handling</b>	<b>Unit</b>	<b>Rate</b>
<i>a) From Vessel to Terminal, or Terminal to Vessel</i>	Per Full Unit	\$340.60
<i>b) From Vessel to Terminal or Terminal to Vessel</i>	Per Empty Unit	\$340.60
<i>c) Transshipment (Containers Moved from Vessel A to Vessel B via Terminal, with Advanced Notice)</i>	Per Unit	\$681.19
<i>d) Restow (Containers Moved from one Vessel Stow to another via quay/yard (Includes Gear Boxes))</i>	Per Restow	\$681.19

### 4.2 CONTAINER VESSEL HANDLING

Containers moved from one stow to another within the same bay (one lift)

	<b>Unit</b>	<b>Rate</b>
<i>Container Vessel Handling – Vessel Shift</i>	Per Shift	\$446.29

### 4.3 TWISTLOCK REMOVAL

Containers moved to workshop for removal of jammed twist lock.

	<b>Unit</b>	<b>Rate</b>
<i>Twist Lock Removal (min. 2x moves and service fee)</i>	Per Case	Per Case

### 4.4 OUT OF GAUGE SURCHARGE

An OOG surcharge is applicable per containerized Cargo (in addition to the throughput charge) for over dimensional containerized Cargo (using standard spreader or over height spreader) for containerized Cargo up to six (6) feet above the top of the Container, up to two (2) feet wide and under fifty-three (53) feet in length, and also applies to excessive weight shipments with a gross weight of thirty-five (35) metric tons or more, including overweight flat rack containerized Cargo. Laden flat rack containerized Cargo also incur an out of gauge surcharge except when loaded / discharged to / from Vessel from street truck. Containerized Cargo extending more than six (6) feet above the top of a containerized Cargo may be regarded as non-containerized Cargo for invoicing purposes.

	<b>Unit</b>	<b>Rate</b>
<i>Includes use of Special Lifting Equipment (over height frame) Additional to 4.1 a)</i>	Per Unit	\$359.13
<i>Includes use of Special Lifting Equipment (wires) Additional to 4.1 a)</i>	Per Unit	\$471.36

### 4.5 DANGEROUS & HAZARDOUS SURCHARGE

The acceptance, handling, or storage of explosives or excessively inflammable or Hazardous Cargo will be:

- (a) subject to obtaining prior written approval from the Port Authority and the Operator;
- (b) subject to making prior special written arrangements with the Operator;

- (c) governed by the rules and regulations of the Transportation of Dangerous Goods Act, 1992, S.C. 1992, c. 34 and any other applicable Federal or Provincial laws and regulations; and
- (d) the provisions this Tariff and clause 9.11 of the Conditions. The Operator, at its discretion, may assess additional charges for handling Hazardous Cargo (e.g., disposal fees, equipment costs, costs associated with contracting appropriate safety personnel such as firefighters or medical staff) in addition to the rates defined in this Tariff and it may refuse to handle any Cargo or provide storage, which in its sole judgment could cause damage to human health, other Cargo, or property.

Hazardous Cargo must be presented in accordance with International Maritime Organization (“IMO”) regulations and a detailed description of the Hazardous Cargo, including its IMO code and rating must be provided to the Operator in writing and in advance by the User presenting the Hazardous Cargo.

<i>Hazardous Surcharge</i>	<b>Unit</b> Per Unit	<b>Rate</b> \$300.70
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#### 4.6 TANK CONTAINERS SURCHARGE

Surcharge for loading or unloading Tank Containers to/from vessels. Additional charges apply if the Tank is loaded to rail and is heavy (as per Sections 8.1 and 8.8).

<i>Tank Container Surcharge</i>	<b>Unit</b> Per Container	<b>Rate</b> \$300.70
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#### 4.7 CONTAINERS OFF HIRES

The fee for requesting that a Container go off hire is calculated and billed as 2 Terminal rehandles.

<i>Container Off Hires</i>	<b>Unit</b> Per off Hire	<b>Rate</b> \$217.03
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#### 4.8 BACKWARD FACING CONTAINERS

The fee is for discharging any container that is placed in the wrong direction on the vessel at the load port.

<i>Backward Facing Containers</i>	<b>Unit</b> Per Container	<b>Rate</b> \$100.55
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#### 4.9 ENERGY TRANSITION SURCHARGE

Fee to support decarbonization initiatives across DP World terminals in Canada.

<i>Energy Transition Surcharge</i>	<b>Unit</b> Per Laden TEU	<b>Rate</b> \$18.91
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## SECTION B: LANDSIDE SERVICES / CONTAINER OPERATIONS

### 5 TERMINAL ACCESS

#### 5.1 TRUCK LOADING / UNLOADING FEE

This charge covers the receipt / delivery of containerized Cargo to/from truck. It includes visual inspection of general external condition of the containerized Cargo, and the giving and taking of EIRs. Delivery of an empty will not include opening the containerized Cargo for inspection.

Gate charges will be applied to empty Containers declared to be a bad order by the receiving truck driver, which do not leave the Terminal.

	<b>Unit</b>	<b>Rate</b>
<i>Truck Loading / Unloading Fee</i>	Per Lift	\$108.51

## 5.2 LATE GATE FEE

Applied for Export containerized Cargo received after Vessel cut-off, upon mutual agreement with the User

	<b>Unit</b>	<b>Rate</b>
<i>Late Gate Fee</i>	Per Unit	\$218.85

## 5.3 EARLY RETURN FEE (ADVANCED-ERD)

Applied for Export containerized Cargo received prior to Vessel receiving, upon mutual agreement with the User

	<b>Unit</b>	<b>Rate</b>
<i>Early Return Fee (Advanced-ERD)</i>	Per Unit	\$218.85

## 5.4 LATE GATE OPERATIONS

Upon prior request and approval from the Operator, an afterhours gate charge is charged for any containerized Cargo received or delivered outside of normal gate operating hours. Working past 17:00 per 15 mins. of max 1 hour period.

	<b>Unit</b>	<b>Rate</b>
<i>Late Gate Operations</i>	Per 15 mins.	Upon Request

## 5.5 SPECIAL GATE OPERATION @ TIME +½

Charge to open gate outside of normal operational hours (by agreement) minimum 4-hour period

	<b>Unit</b>	<b>Rate</b>
<i>Special Gate Operation @ Time + ½</i>	Per 4-hour Period	\$2,238.95

## 5.6 SPECIAL GATE OPERATION @ TIME + 1

Charge to open gate outside of normal operational hours (by agreement) minimum 4-hour period

	<b>Unit</b>	<b>Rate</b>
<i>Special Gate Operation @ Time + 1</i>	Per 4-hour Period	\$4,477.89

## 5.7 FILMING ON TERMINAL

	<b>Unit</b>	<b>Rate</b>
<i>Filming on Terminal</i>	Upon Request	Upon Request

## 5.8 SECURITY SURCHARGE

The Operator will assess a security charge against each laden containerized Cargo passing through the Terminal (i.e., Imports and Exports) or Transshipment. Security surcharge will not be assessed on an empty Container except when the Container is carried as chargeable freight.

	<b>Unit</b>	<b>Rate</b>
<i>Security Surcharge</i>	Per TEU	\$7.58

## 5.9 OUT OF GAUGE SURCHARGE

	<b>Unit</b>	<b>Rate</b>
<i>Includes the use of Special Lifting Equipment (over height frame) Additional to 5.1</i>	Per Unit	\$168.34
<i>Includes use of Special Lifting Equipment (wires) Additional to 5.1</i>	Per Unit	\$471.36

## 6 ELECTRICAL / CLIP-ON SERVICES

### 6.1 PROVISION OF ELECTRICITY

	<b>Unit</b>	<b>Rate</b>
<i>Provision of Electricity</i>	Per Calendar Day or Part Thereof	\$28.06

### 6.2 REEFER PLUG / UNPLUG

A fee will be assessed for the service of plugging or unplugging the power cable of mechanical refrigerated containerized Cargo into or from the electrical service outlets provided and switching the power supply on / off.

	<b>Unit</b>	<b>Rate</b>
<i>Reefer Plug / Unplug</i>	Per Service	\$61.73

### 6.3 REEFER MONITORING

A fee will be assessed for checking proper temperature levels and the operation of refrigerated containerized Cargo (once per day shift) at the request of the User when such Containers are plugged into the Operator's electrical facilities. The Operator may perform repairs on refrigerated containerized Cargo at the request of the User and at additional cost.

	<b>Unit</b>	<b>Rate</b>
<i>Reefer Monitoring (once per day) + OT Differentials Apply Outside Regular Straight Time</i>	Per Unit	\$80.44

### 6.4 REEFER PRE – TRIP

	<b>Unit</b>	<b>Rate</b>
<i>Reefer Pre-Trip (min. 2 moves as per section 7.3) *Does not include moves to and from pre-trip area</i>	Upon Request	Upon Request

### 6.5 REEFER STEAM CLEAN

The fee for sweeping or vacuuming containerized Cargo covers the clearing and sweeping of dunnage or debris from containerized Cargo and / or the internal washing or steam cleaning of the containerized Cargo.

	<b>Unit</b>	<b>Rate</b>
<i>Reefer Steam Clean (min. 2 moves as per 7.3) *Does not include moves to and from steam clean area</i>	Upon Request	Upon Request

### 6.6 INSTALL / REMOVE CLIP ON UNIT

	<b>Unit</b>	<b>Rate</b>
<i>Install / Remove Clip on Unit</i>	Per Occurrence	\$100.26

### 6.7 PLUG/ UNPLUG REEFER FROM GENPACK (SPECIAL RAIL SERVICE)

	<b>Unit</b>	<b>Rate</b>
<i>Plug / Unplug Reefer from Genpack</i>	Per Unit	\$84.93

## 6.8 TEMPERATURE DOWNLOAD FEE

	<b>Unit</b>	<b>Rate</b>
<i>Temperature Download Fee</i>	Per Occurrence	\$168.34

## 6.9 CHANGE OF TEMPERATURE SETTING

	<b>Unit</b>	<b>Rate</b>
<i>Change of Temperature Setting</i>	Per Occurrence	\$122.33

## 6.10 PROVISION OF FUEL FOR GENSET

	<b>Unit</b>	<b>Rate</b>
<i>Provision of Fuel for Genset</i>	Per Occurrence	Cost + 15%

## 6.11 FUELING FEE

	<b>Unit</b>	<b>Rate</b>
<i>Fueling Fee</i>	Per Occurrence	\$61.73

## 6.12 REMOVAL AND DISPOSAL OF FUEL FROM CLIP ON UNIT

	<b>Unit</b>	<b>Rate</b>
<i>Removal and Disposal of Fuel from Clip or Unit</i>	Per Occurrence	\$96.46

## 6.13 APPLYING VENT SEAL

	<b>Unit</b>	<b>Rate</b>
<i>Applying Vent Seal</i>	Per Occurrence	\$100.26

## 6.14 LOADING CLIP-ON UNITS TO CONTAINER FOR MOVEMENT

	<b>Unit</b>	<b>Rate</b>
<i>Loading Clip-on Units to Containers for Movement (Truck/rail Loading Fees are not Included)</i>	Per Occurrence	\$505.02

# 7 TERMINAL SERVICES

## 7.1 APPLYING / REMOVAL OF DANGEROUS GOODS PLACARDS

The fee for applying or removing dangerous goods placards covers the costs of removing or applying a placard. All labels or placards are to be provided by the Customer and repositioning moves are not included.

	<b>Unit</b>	<b>Rate</b>
<i>Applying / Removal of DG Placards</i>	Per Container	\$113.86

## 7.2 YARD REHANDLE

A yard rehandle covers the extra sorting, stacking, or moving of containerized Cargo in the Container Yard at the request of the User or direction of the Port Authority.

Containerized Cargo shall be received and spotted in the Container Yard in accordance with instructions from either the Customer or the Cargo Owner. Where instructions are not received or are changed after they are received and rehandling of containerized Cargo is necessary, a yard rehandling charge shall be payable for each additional movement of the containerized Cargo.

	<b>Unit</b>	<b>Rate</b>
<i>Yard Rehandle</i>	Per Move	\$108.51

### 7.3 CONTAINER SEALING

The fee for applying or removing seal covers the costs of removing or applying a seal. Attaching a Customer provided high-security bolt seal (seal not incl.) - repositioning moves not included.

	<b>Unit</b>	<b>Rate</b>
<i>Container Sealing</i>	Per Seal	\$100.24

### 7.4 BUNDLE / UNBUNDLE FLATRACKS

	<b>Unit</b>	<b>Rate</b>
<i>Bundle / Unbundle Flat Racks</i>	Per Unit	\$108.51

### 7.5 REPRINTING OF TERMINAL INTERCHANGE – OR TRANSACTIONAL DATA

A reprint fee will be assessed for each reprinting (digital or paper copy) of an out-gate interchange.

	<b>Unit</b>	<b>Rate</b>
<i>Reprinting of Terminal Interchange</i>	Per Reprint	\$46.71

### 7.6 ADMINISTRATION FEE

The Operator will assess a charge for containerized Cargo in consideration of substantial, additional administrative work that is requested by the Customer to be performed by the Terminal staff. The administrative fee covers the costs associated with, but is not limited to, additional documentation, late paperwork submissions and other administrative functions related to the fulfillment of the Customer's request. The administrative fee will be charged in addition to any other related services that are also listed in the Tariff.

	<b>Unit</b>	<b>Rate</b>
<i>Documentation / Administration Fee</i>	Per Unit or Transaction Type	\$66.82

### 7.7 CHANGE OF CONTAINER EXECUTIVE INFORMATION

Complete documentation of the Cargo shall be provided by the Customer to the Operator three full working days before Cargo is unloaded or loaded.

Where documentation of the Cargo is not provided by the Customer to the Operator within three full working days, or there are changes to the Cargo information after the documentation is provided, as a result of which the Operator incurs additional expenses in the calculation of charges or the preparation of containerized Cargo load plans on behalf of the Customer, such costs shall be paid by the Customer.

	<b>Unit</b>	<b>Rate</b>
<i>Change of Container Executive Information</i>	Per Unit	\$207.60

### 7.8 PICTURE DOCUMENTATION

Fee for taking or obtaining digital photographs at the User's request or where required for any claims handling purposes.

	<b>Unit</b>	<b>Rate</b>
<i>Picture Documentation</i>	Per Unit or Item	\$66.82

### 7.9 ON-HIRE FEE

Fee for updating Container numbers in Terminal system.

	<b>Unit</b>	<b>Rate</b>
<i>Minimum fee (includes updating 5 containers free of charge)</i>	Per Request	\$73.31
<i>Fee for each additional Container</i>	Per Container	\$10.07

### 7.10 OVERWEIGHT SURCHARGE

The Operator has a zero-tolerance policy for handling overweight containerized Cargo. Containerized Cargo received that exceeds the maximum payload of the containerized Cargo is considered unsafe. All such Cargo will be rejected by the Operator and the amount set forth below shall be assessed. The overweight surcharge is applicable for the special handling required, and the Operator will charge additional fees to remove excess Cargo and the party or parties causing such unauthorized use shall be responsible for all losses, claims, demands and suits for damages including death and personal injury, legal and court expenses, directly or indirectly resulting from such unauthorized use.

	<b>Unit</b>	<b>Rate</b>
<i>Overweight Surcharge</i>	Per Container	\$373.67

### 7.11 USE OF SPECIALIZED CARGO GEAR

The Operator will supply the normal Cargo gear needed to effect discharging/loading of Cargo. However, in the instance of specialized Cargo gear being required for discharging or loading of special Cargo or lifts, appropriate Cargo gear will be supplied by the User. Any such Cargo gear must have up to date certification pertaining to the safety of the Cargo gear being provided. If no such documentation is available, the Operator reserves the right to reject such Cargo gear and shall, if possible, supply suitable Cargo gear at the User's cost.

	<b>Unit</b>	<b>Rate</b>
<i>Specialized Cargo Gear Surcharge (Upon Request)</i>	Per Item	ME (Upon Request)

### 7.12 EDI OR WAYBILL ERRORS

This item refers to re-work of Containers which may be necessary due to billing errors (EDI or waybill) between a shipping line and their rail provider. Billing errors may require the removal of Containers from a loaded rail track, interfere with the release of a loaded track and cause unnecessary delays to other customers. Any rehandles required will be billed in addition to the EDI/Waybill error charge.

	<b>Unit</b>	<b>Rate</b>
<i>EDI or Waybill Errors</i>	Per EDI / Waybill	\$108.51

### 7.13 EQUIPMENT CHANGE OF STATUS CHARGE

Equipment change of status charges are charges assessed on any containerized Cargo received on dock where the booking is subsequently rolled to the next Vessel, the port of discharge is changed or there is any status change to the containerized Cargo. This is in addition to any Demurrage levied and all Yard Rehandling.

	<b>Unit</b>	<b>Rate</b>
<i>Equipment Change of Status Charge</i>	Per Booking	\$205.98

### 7.14 CBSA INSPECTION ADMINISTRATIVE FEE

The Operator will assess a CBSA charge against containerized Cargo that is inspected by CBSA as follows:

Rehandling charges as per 7.2 will apply if applicable. If the containerized Cargo that has been inspected is a refrigerated containerized Cargo, additional charge as per Section 6 may also apply.

	<b>Unit</b>	<b>Rate</b>
<i>CBSA Pier Exam</i>	Per Container	\$217.03
<i>CBSA Destuff Exam (Supervision, Facility Fee)</i> <i>** (Does not include Labour or terminal moves)</i>	Per Container	\$611.38
<i>CBSA Random Inspection from Vessel to Rail</i>	Per Container	By Arrangement
<i>CBSA VACIS Exam</i>	Per Container	\$265.39

## 7.15 TRANSPORT CANADA INSPECTION

Rehandling charges as per 7.2 will apply if applicable. The Operator will assess a charge against containerized Cargo that is inspected by Transport Canada as follows:

	<b>Unit</b>	<b>Rate</b>
<i>Transport Canada Inspection</i>	Per Unit	\$217.03

## 7.16 SURVEYING

For an additional surveying fee, containerized Cargo may be made available in a safe location for inspection by surveyor(s). Surveyor(s) will be escorted to the location by an agent or employee of the Operator or the Port Authority. Machinery, if required, will be made available at the earliest convenience for use by the surveyor. The survey fee does not include cost of labour and equipment that may be required to conduct the survey. These services will be supplied at rates by arrangement based on the scope of work.

	<b>Unit</b>	<b>Rate</b>
<i>Surveying</i>	Per Survey	\$217.03

## 8 RAIL SERVICES

### 8.1 LOADING / UNLOADING TO / FROM RAIL

	<b>Unit</b>	<b>Rate</b>
<i>Loading / Unloading to / from Rail</i>	Per Unit	\$162.78

### 8.2 OVERLOADING

Rehandling of container due to misdeclaration of weight in terminal Baplie file or 310 manifest.

	<b>Unit</b>	<b>Rate</b>
<i>Overloading</i>	Per Container Touched	\$207.60

### 8.3 OUT OF GAUGE SURCHARGE

Includes use of special lifting equipment (wires/over-height frame) Additional to 8.1

	<b>Unit</b>	<b>Rate</b>
<i>Out of Gauge Surcharge – Over height Frame</i>	Per Unit	\$168.34
<i>Out of Gauge Surcharge - Wires</i>	Per Unit	\$471.36

### 8.4 ERS – EXPEDITED RAIL SERVICES

An expedited rail service (ERS) is available for various rail-served destinations. This service provides rail loading priority with delivery of Cargo to the first planned, available train after Vessel completion for that rail destination. A minimum of 48 hours' notice prior to Vessel arrival is required for this service and the timing of loading to railcar is subject to rail car availability for that rail destination.

	<b>Unit</b>	<b>Rate</b>
<i>Expedited Rail Service (ERS)</i>	Per Unit	\$218.85

### 8.5 REEFER RAIL SUPPLEMENT

A refrigerated rail supplement is a charge to cover the inefficiencies introduced to rail operations by handling of refrigerated containerized Cargo.

	<b>Unit</b>	<b>Rate</b>
<i>Reefer Rail Supplement</i>	Per Container	\$50.93

## 8.6 RAIL SORTS SURCHARGE

A rail sort surcharge is a fee to cover any sorts due to change of predeclared inland destination after Vessel discharge.

	<b>Unit</b>	<b>Rate</b>
<i>Rail Sorts Surcharge</i>	Per Move	\$108.51

## 8.7 HEAVY RAIL CONTAINER SURCHARGE

An overweight surcharge shall be applicable for any 20' Container exceeding 23,995 kg for 23.995 tonnes in gross weight (Cargo and Container tare). This surcharge is due to an increase in the number of heavy 20' Containers received for rail load and the related issues of longer dwell, limited availability of high stress rail cars, and equipment matching issues.

	<b>Unit</b>	<b>Rate</b>
<i>Heavy Rail Container Surcharge</i>	Per Container	\$237.56

## 8.8 TANKS AND NON-STANDARD CONTAINERS RAIL SURCHARGE

Surcharge due to additional capacity required to handle this type of equipment on the rail and impact on the terminal dwell time.

	<b>Unit</b>	<b>Rate</b>
<i>Tanks and Non-standard Containers Rail Surcharge</i>	Per TEU	\$237.56

## 9 STORAGE AND DEMURRAGE CHARGES

### 9.1 IMPORT AND EXPORT LADEN

Following the expiry of any applicable Free Time, all containerized Cargo is subject to Demurrage. Demurrage rates are assessed on and including any part or partial days. Demurrage may be prorated for containerized Cargo with multiple Bills of Lading or Waybills and multiple parties being charged may be provided. The basis for proration will be calculated on the basis of the measurement of the Cargo.

Unless otherwise agreed in writing, the earliest receiving date applicable for an Export rail containerized Cargo is seven (7) calendar days prior to a Vessel's cut-off and for an Export truck containerized Cargo is three (3) calendar days prior to Vessel cut-off.

Unless otherwise agreed in writing, the Free Time on all Exports shall be seven (7) calendar days prior to the date of the applicable Vessel's actual arrival.

The Free Time on all Imports shall be calculated as follows:

<b>Truck</b>	All Imports received for truck shall have three (3) calendar days Free Time following Vessel release which is usually after the Vessel completion.
<b>Rail</b>	All Imports received by rail shall have three (3) calendar days Free Time following the day the Vessel that unloaded the containerized Cargo is released, which is usually the Vessel completion date, provided, that where rail containerized Cargo are pre-cleared or traveling in bond & no holds are placed on them.
<b>CBSA</b>	All Imports received subject to CBSA examination shall have three (3) working days Free Time following return of the containerized Cargo from customs exam or any removal of customs hold, as applicable. The days include day of delivery or day hold is removed.

The Free Time only applies to Containers that are loaded or discharged from a Vessel. Demurrage on Import containerized Cargo, including empty Import containerized Cargo, is paid as follows:

### IMPORT LADEN CONTAINER

	<b>Unit</b>	<b>Rate</b>
<i>First 5 Calendar Days Following Free Time</i>	Per TEU / day	\$14.74
<i>Everyday Thereafter</i>	Per TEU / day	\$29.49

## EXPORT LADEN CONTAINER

	<b>Unit</b>	<b>Rate</b>
<i>First 7 Calendar Days Following Free Time, Includes day of Receipt</i>	Per TEU / day	\$10.02
<i>Everyday Thereafter</i>	Per TEU / day	\$20.64

Demurrage is due and payable on a joint and several basis by the Cargo Owner and the Customer that carried the containerized Cargo in the case of an Import shipment, or the Customer that was scheduled to carry the containerized Cargo in the case of an Export shipment.

After thirty (30) calendar days, the Cargo Owner or Customer, as applicable, must have the written authorization of the Operator to keep the containerized Cargo on the Terminal and beginning on the thirty first (31st) day such containerized Cargo, at the Operator's sole option, shall be:

- (a) returned to the Cargo Owner or Customer, as applicable;
- (b) subject to all applicable Demurrage;
- (c) considered Abandoned Cargo and assessed a penalty in accordance with Section 2.4 (Abandoned Cargo and Containers); and/or
- (d) subject to a lien and the power of sale in accordance with clauses 7.7 to 7.11 of the Conditions

## 9.2 EMPTY CONTAINER STORAGE

Empty Container storage is the service of providing open or ground space in the Container Storage Area for empty Containers in idle status. Empty Containers will be accepted for storage at the Terminal only if there is sufficient designated space available to accommodate them.

Empty Containers accepted for storage will be assembled in a block stow configuration separated by owner, size, and general type only. Normal retrieval of Containers will be on the basis of first Container available. Requests to redeliver specific Containers which may result in the need to dig within the storage pile will be assessed a Container handling charge for each additional Container move required.

Storage charges for empty Containers are payable from the time of delivery to a Container Storage Area, shall be invoiced each month and shall be calculated according to the number of Containers in storage each day of the month covered by the invoice.

In the event of non-payment for the storage or evacuation of empty Containers, or in the event of insolvency of a Customer or other User that provided empty Containers to the Terminal, the Operator shall have a general lien over the empty Containers in accordance with the provisions of clauses 7.7 to 7.11 of the Conditions, including, without limitation, the right to sell the empty Containers that are subject to the lien by public auction or private sale without notice to the User or owner of the empty Containers.

The reporting of damage to Containers on EIRs is limited to obvious external damage that can be readily seen by the human eye. Normal wear and tear, such as minor scrapes, dents and bruises which do not interfere with the serviceability of the equipment, and hidden damage which cannot be seen at the time the inspection is made (such as hairline cracks, pin holes, etc.) and the condition of floors and the undercarriage of Containers are specifically excluded.

	<b>Unit</b>	<b>Rate</b>
<i>Empty Container Storage</i>	Per TEU / day	\$16.22

## 10 WAREHOUSING SERVICES

### 10.1 RECEIVE CARGO FROM TRUCK

	<b>Unit</b>	<b>Rate</b>
<i>Receive Cargo from Truck</i>	Per ton	Upon Request
	Per m <sup>3</sup>	Upon Request

### 10.2 RECEIVE CARGO FROM RAIL

	<b>Unit</b>	<b>Rate</b>
<i>Receive Cargo from Rail</i>	Per ton	Upon Request
	Per m <sup>3</sup>	Upon Request

### 10.3 WAREHOUSE STORAGE

	<b>Unit</b>	<b>Rate</b>
<i>Warehouse Storage</i>	Per ton / per day or Part Thereof	Upon Request
	Per m <sup>3</sup> / per day or Part Thereof	Upon Request

### 10.4 BREAKBULK VESSEL

	<b>Unit</b>	<b>Rate</b>
<i>Breakbulk Vessel / Loading / Discharge</i>	Upon Request	Upon Request

## 11 EQUIPMENT HIRE

### 11.1 CONTAINER CRANE

This charge is for the period of hiring a container crane (excluding the preparation and positioning time at the beginning of the period and the shutdown time at the end of the period). Where a container crane is used for any period of time for which the Operator's labour is entitled to Overtime pay, the difference between the Straight Time costs and the Overtime costs for the period will be charged to the User. Where a User requests the use of a container crane and, after the container crane has been made available, fails to make use of the container crane, the User shall be charged for to all labour costs incurred.

	<b>Unit</b>	<b>Rate</b>
<i>Container Crane (Labour not Included)</i>	Per Crane / per Hour (min. 4 hours)	\$1,963.99

### 11.2 LIFT TRUCKS

	<b>Unit</b>	<b>Rate</b>
<b>Lift Trucks</b>		
<i>Up to 3629 kg (Labour not Included)</i>	Per Hour, or Part Thereof	\$147.44
<i>Between 3629 and 6803 kg (Labour not Included)</i>	Per Hour, or Part Thereof	\$336.69

### 11.3 REACH STACKER

	<b>Unit</b>	<b>Rate</b>
<b>Reach Stacker</b>		
<i>Up to 40,000 kg (Labour not Included)</i>	Per Hour, or Part Thereof	\$367.49

### 11.4 TOP LIFTER

	<b>Unit</b>	<b>Rate</b>
<b>Top Lifter</b>		
<i>Up to 35,000 kg (Labour not Included)</i>	Per Hour, or Part Thereof	\$367.49

### 11.5 TERMINAL TRACTOR / TRAILER

	<b>Unit</b>	<b>Rate</b>
<i>Terminal Tractor / Trailer (Labour not Included)</i>	Per Hour, or Part Thereof	\$218.21

## 11.6 PRESSURE WASHER

	<b>Unit</b>	<b>Rate</b>
<i>Pressure Washer (Labour not Included)</i>	Per Hour, or Part Thereof	Upon Request

## 11.7 STEAM WASHER

	<b>Unit</b>	<b>Rate</b>
<i>Steam Washer (Labour not Included)</i>	Per Hour, or Part Thereof	Upon Request

## 12 NON-CONTAINERIZED CARGO

### 12.1 TERMINAL THROUGHPUT SERVICES – NON-CONTAINERIZED CARGO

#### 12.1.A Import Cargo

The Terminal throughput services for non-containerized Cargo discharged from a Vessel at the Terminal consist of:

- (a) unhooking the Cargo from the Vessel's lifting gear;
- (b) transporting the non-containerized Cargo from the Berth Corridor at Vessel's side to a place of rest on the Terminal;
- (c) without any sorting, storing the non-containerized Cargo in an orderly fashion in the order received at the place of rest;
- (d) at the place of rest, assess by visual inspection and record the quantity and condition of the non-containerized Cargo;
- (e) storing the non-containerized Cargo for the allowable Free Time;
- (f) once, either:
  - I. transporting the non-containerized Cargo to a loading area, placing it once onto, but not securing it to or shifting it, a truck, and allowing the truck to pass one time through a gate to leave the Terminal with the Cargo; or
  - II. transporting the non-containerized Cargo through a gate once to a rail loading facility on or adjacent to the Terminal but not shifting it nor loading it on to a rail car nor securing it to a rail car.

**Note:** Inland Carriers must secure Cargo to the vehicle on which any Cargo is loaded and are solely responsible for providing any dunnage and securing material that may be required for doing so.

#### 12.1.B Export Cargo

The Terminal throughput services for non-containerized Cargo received at the Terminal to be loaded to a Vessel at the Terminal consist of:

- (a) once, no sooner than the earliest receiving date and no later than the latest receiving date as advised by the Operator, either:
  - I. allowing a truck to bring the non-containerized Cargo through a Gate to an unloading area and, after the Inland Carrier has removed any securing, unloading the non-containerized Cargo from the truck; or
  - II. picking up non-containerized Cargo that has been discharged from a rail car at a rail siding on or adjacent to the Terminal, moving the non-containerized Cargo through a Gate at the Terminal; and transporting the non-containerized Cargo to a place of rest at the Terminal;

- (b) once, transporting the non-containerized Cargo from the place of rest to the Vessel's side in the Berth Corridor; and
- (c) hooking the Cargo onto the Vessel's lifting gear

## **12.2 TERMINAL THROUGHPUT SERVICES – STEEL CARGO TERMINAL**

The rates for Terminal throughput services for various types of Steel Cargo are by arrangement.

## **12.3 TERMINAL THROUGHPUT SERVICES – NON-STEEL CARGO**

The rates for Terminal throughput services for various type of non-steel Cargo are by arrangement.

## **12.4 SERVICES, MATERIALS, USE OF THE TERMINAL NOT OTHERWISE PROVIDED FOR IN THIS TARIFF**

If, when requested by a User, the Operator agrees to provide materials, services or the use of the Terminal not otherwise provided for in this Tariff, the charges for doing so, including:

- (a) the cost of labour including any applicable shift differentials and any premiums or other labour costs that may be payable;
- (b) the cost of any equipment used;
- (c) the cost of any materials provided; and
- (d) the cost incurred in using any third-party service providers,

as calculated in accordance with the man-hour rates and charges for equipment rental as set out in this Tariff (M/E), for anything not so provided, as agreed to, or calculated at a rate agreed to, by the Operator, are charges which the User making the request must pay.

Except where they may be provided for specifically in this Tariff, for materials and for services for provided by third parties in the course of providing services or use of the Terminal, the charges will be an amount equal to the actual cost incurred to obtain those services or materials, including any costs for delivery including but not limited to labour and material costs, plus 50%, which charges must be paid by the Customer.

## **12.5 RAILWAY CARS – ADDITIONAL SERVICES**

Blocking and bracing of railway cars must be specifically requested. Bracing or additional dunnage will be provided only upon written request of a User, the cost of which are charges which the User making the request pay.

**Note:** The Operator specifically relies upon the User to ensure the adequacy of stowage of Cargo on a railway car. The Operator shall not in any circumstances be held liable for any damage to and accepts no responsibility whatsoever for damage to any Cargo loaded to a rail car.

## **12.6 STANDARD STEVEDORING SERVICES – NON-CONTAINERIZED CARGO**

By arrangement, the standard stevedoring services for the discharge of non-containerized Cargo from a Vessel consist of, with the use of the Vessel's gear:

- (a) shifting Cargo in the hold to facilitate discharge, if required in the normal course for the type of Cargo;
- (b) attaching lifting gear (for example, slings, choker chains, etc.) to the Cargo;
- (c) lifting the Cargo from the hold and placing on the Berth Corridor at Vessel's side.

The standard stevedoring services for the loading of non-containerized Cargo on a Vessel consist of, with the use of a third party supplied shore loader(s), conveying the Cargo to the loading spout, and directing the non-containerized Cargo into the Vessel's holds in accordance with stowage plans as provided by the User. It is the responsibility of the User to obtain advance approval from Transport Canada and/or the Canadian Food Inspection Agency, or any other governmental authorities as required, for loading of non-containerized Cargo to a Vessel.

## 12.7 TRANSSHIPMENT SERVICES FOR NON-CONTAINERIZED CARGO

The Operator will discharge non-containerized Cargo from a Vessel for the purpose of loading to another Vessel only in accordance with a specific agreement with a User to do so. All costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are charges that must be paid by the User requesting the service.

## 12.8 DIRECT TRANSFERS

A direct transfer is the delivery of export non-containerized Cargo directly to a Vessel's hook, or the delivery of Import non-containerized Cargo from a Vessel's hook to a User onto another Vessel, truck, railcar, or other mode of transport arranged by the User and which are received onto such transport. If for any reason non-containerized Cargo for direct transfer are landed on the quay and/or stacked in the open yard, full handling charges shall apply.

The Operator's prior approval must be obtained prior to a direct transfer and the Operator reserves the right to refuse direct transfer service of all or parts of a shipment at its sole opinion.

The direct transfer rates set out in the table below include:

- (a) the ordering in and out of the dock of railway cars or motor vehicles as required by instructions from the Vessels;
- (b) the positioning of open railway cars; and,
- (c) the discharge of non-containerized Cargo to another Vessel, truck, railcar or other mode of transport at the convenience of the Operator;
- (d) but do not include:
- (e) wharf checking service;
- (f) access for truck or railcar to berth to receive or deliver non-containerized Cargo by direct transfer; or
- (g) access to a second Vessel to a Vessel at berth to allow for direct transfer. \*\*these three items are charged as per M/E.

## 12.9 RESPONSIBILITY, LIABILITY, AND INDEMNITY FOR DIRECT TRANSFERS

Where there is a direct transfer of non-containerized Cargo, the Operator shall not be responsible for:

- (a) recording or verifying the quantity, quality, condition, marks, or type of non-containerized Cargo discharged from or loaded;
- (b) delays in loading or discharging of the non-containerized Cargo;
- (c) securing or unsecuring of the non-containerized Cargo to or from another Vessel, truck, railcar, or other mode of transport; or
- (d) inspecting, checking, or otherwise verifying the suitability of the non-containerized Cargo for transport by another Vessel, truck, railcar, or other mode of transport.

In addition to the foregoing, where there is a direct transfer of non-containerized Cargo:

- (a) the Operator shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by the loading of non-containerized Cargo onto another Vessel, truck, railcar or other mode of transport, securing of non-containerized Cargo onto another Vessel, truck, railcar or other mode of transport, or any subsequent carriage and/or handling of the non-containerized following the direct transfer, even if such costs, expenses, damages or losses are caused by an act, omission or the negligence of the Operator; and
- (b) the User requesting the direct transfer shall indemnify and hold harmless the Operator against any costs, expenses, damages or losses including, but not limited to, physical damage to the property of the Operator, claims by third parties for physical damage and/or personal injury and/or consequential loss howsoever caused or occasioned as a result of the loading of non-containerized Cargo onto another Vessel, truck, railcar or other mode of transport, securing of non-containerized Cargo onto another Vessel, truck, railcar or other mode of transport, or any subsequent carriage and/or handling of the non-containerized following the direct transfer, even if such costs, expenses, damages or losses are caused by an act, omission or the negligence of the Operator.

**12.10 NON-CONTAINERIZED CARGO DEMURRAGE**

For non-containerized Cargo, the Demurrage charge is calculated as the greater of the weight in W.T. times the daily rate or the measure in M.T. times the daily rate. The charge for non-containerized Cargo Demurrage is by arrangement. Free time for non-containerized Cargo is forty-eight (48) hours prior to the scheduled loading for Export shipments and forty-eight (48) hours after completion of discharge in the case of Import shipments.

Demurrage is due and payable on a joint and several basis by the Cargo Owner and the Customer that carried the Non-containerized Cargo in the case of an Import shipment, or the Customer that was scheduled to carry the non-containerized Cargo in the case of an Export shipment upon the expiry of Free Time. All storage and demurrage rates shall be in accordance with Section 9.

**12.11 NON-CONTAINERIZED CARGO SERVICES**

**12.11.A Boarding**

Boarding is the process of making loose non-containerized Cargo so that it is Unitized and the rates for boarding are determined at the time the services are to be performed.

**12.11.B Bracing**

Bracing is the process of bracing Unitized or loose non-containerized Cargo in a Container so that it is secure in the Container. The rates for bracing are determined at the time the services are to be performed.

**12.11.C Covering Non-containerized Cargo**

Covering non-containerized Cargo is the process of covering non-containerized Cargo with a tarp or other weatherproof covering. The rates for covering are determined at the time the services are requested to be performed.

**12.11.D Stenciling Non-containerized Cargo**

Stenciling non-containerized Cargo is the process of using a stencil board to place specific marks on non-containerized Cargo with ink or paint. The rates for stenciling non-containerized Cargo are determined at the time the services are to be performed.

**12.11.E Labeling Non-containerized Cargo**

Labeling non-containerized Cargo is the process of applying a paper label supplied by the User on the non-containerized Cargo. The rates for labeling are determined at the time the services are to be performed.

**12.12 SECURITY SURCHARGE**

The Operator will assess a security charge against non-containerized Cargo passing through the Terminal (i.e., Imports and Exports) or Transshipment. The Operator reserves the right to assess additional charges if there is a sustained increase of MARSEC level.

	<b>Unit</b>	<b>Rate</b>
<i>Security Surcharge (Non-containerized Cargo)</i>	Weight Measure (see below*)	\$0.87

**Note:** (the applicable "unit" is the unit of measure by which the rates for stevedoring and terminal Services of that type of cargo are conventionally quoted for and invoiced by the Company (metric tonne, cubic metre, Mfbm, or MSCR)

### 13 RORO CARGO

#### 13.1 ROLL-ON/ROLL-OFF CARGO RATES SET BELOW EXCLUDE ANY EQUIPMENT RENTAL, SHALL APPLY TO ALL CARGO THAT FULFILLS THE FOLLOWING CONDITIONS:

- (a) wheeled or tracked Cargo;
- (b) self-propelled (excluding mafies); and
- (c) all units can be operated or driven at time of receiving, handling, loading, or discharging to or from Vessel, rail or road trailers.

#### 13.2 LOADING OR DISCHARGING

The fee for loading or discharging RORO Cargo on or off a Vessel at the Terminal:

	<b>Unit</b>	<b>Rate</b>
<i>Autos up to 2.5MT</i>	Per Unit	\$106.48
<i>Autos Above 2.5MT to 5.0MT</i>	Per Unit	\$154.32
<i>Self-Propelled Buses / Trucks</i>	Per Unit	\$445.20
<i>Tracked, Slow Moving Vehicles</i>	Per Unit	\$650.44
<i>Mafies</i>	Per Unit	\$715.25

#### 13.3 PROVISION OF FUEL

Provision of fuel for any automotive units handled within the Terminal is subject to availability. The Operator provides all fuel to the best of its ability and will not be held liable nor responsible for the quantity, quality or standard of fuel supplied.

	<b>Unit</b>	<b>Rate</b>
<i>Cost of Fuel</i>	Per Litre	Cost Plus 10%
<i>Fueling Charge</i>	Per Vehicle	\$71.75

#### 13.4 STALLED VEHICLES REQUIRING SERVICE

In the event that any RORO Cargo stalls or is inoperable on-board Vessel, the yard or anywhere within the Terminal, the Operator will provide the following services to assist with the movement of any stalled units against the application of the relevant fee:

	<b>Unit</b>	<b>Rate</b>
<i>Battery Boost / Jump Start</i>	Per Unit	\$183.63
<i>Towing of Stalled Unit</i>	Per Unit	\$238.42

The Operator will not be held liable or responsible for the condition of the Cargo or any subsequent damage arising as a result of any of the above services being carried out.

#### 13.5 RORO CARGO STORAGE (COVERED)

Covered storage is subject to availability and offered at the discretion of the Operator at the following rate scales, and will apply after the first five (5) working days of Free Time, subject to availability:

	<b>Unit</b>	<b>Rate</b>
<b>5-10 Working Days</b>		
<i>Autos</i>	Per Day or Part Thereof	\$30.17
<i>Trailers, Buses</i>	Per Day or Part Thereof	\$39.90
<i>Others</i>	Per Day or Part Thereof	\$60.33

**After 10 Working Days**

<i>Autos</i>	Per Day or Part Thereof	\$37.71
<i>Trailers, Buses</i>	Per Day or Part Thereof	\$59.84
<i>Others</i>	Per Day or Part Thereof	\$105.58

**13.6 RORO CARGO STORAGE (OPEN)**

All RORO Cargo storage by default is within open areas and yards inside the Terminal at the following rates, which apply after the first five (5) working days of Free Time:

	<b>Unit</b>	<b>Rate</b>
<b>5-10 Working Days</b>		
<i>Autos</i>	Per Day or Part Thereof	\$20.11
<i>Trailers, Buses</i>	Per Day or Part Thereof	\$26.60
<i>Others</i>	Per Day or Part Thereof	\$40.22
<b>After 10 Working Days</b>		
<i>Autos</i>	Per Day or Part Thereof	\$25.14
<i>Trailers, Buses</i>	Per Day or Part Thereof	\$39.90
<i>Others</i>	Per Day or Part Thereof	\$70.39

**13.7 SECURITY ASSESSMENT FEE**

All Cargo (self-propelled or otherwise) received at or delivered from the Terminal will incur a Security Assessment Fee as follows:

	<b>Unit</b>	<b>Rate</b>
<i>Autos up to 10.0 MT</i>	Per Unit	\$58.64
<i>Autos above 10.0 MT</i>	Per Unit	\$90.66
<i>Trailers, Buses</i>	Per Unit	\$106.48
<i>Tracked, Slow Moving Vehicles</i>	Per Unit	\$122.68
<i>Breakbulk, General Cargo</i>	Per Tonne	\$1.929

**14 LABOUR CHARGES**

**14.1 STRAIGHT TIME AND SHIFT DIFFERENTIALS**

	<b>Unit</b>	<b>Rate</b>
<i>Crane Gang Rates</i>	Per Gang Hour	On Request
<i>Extra Labour</i>	Per Man Hour	On Request
<i>Terminal Gang Rates</i>	Per Gang Hour	On Request

Rates provided are subject to the following overtime differentials:

	<u>24h00 to 04h00</u>	<u>04h00 to 08h00</u>	<u>08h00 to 12h00</u>	<u>12h00 to 13h00</u>	<u>13h00 to 17h00</u>	<u>17h00 to 19h00</u>	<u>19h00 to 23h00</u>	<u>23h00 to 24h00</u>
<b>Mondays to Fridays Inclusive</b>	T+1/2	T+2	T+0	T+1	T+0	T+1	T+1/2	T+2
<b>Saturdays</b>	T+1/2	T+2	T+1/2	T+2	T+1/2	T+2	T+1	T+3
<b>Sundays and Holidays</b>	T+2	T+5	T+1	T+3	T+1	T+3	T+1	T+3

## 14.2 SHIFT EXTENSIONS AND MEAL HOUR DIFFERENTIALS

Regular working hours are Mon-Fri from 0800-1200 & 1300-1700.

Meal Hour differentials rate (per man hour – On request).

Meal hours are between:

1200-1300	charged at double the prevailing rate
1700-1900	charged at double the prevailing rate
2300-2359	charged at double the prevailing rate
0400-0800	charged at double the prevailing rate

## 14.3 MANAGEMENT PERSONNEL

Management Personnel charges shall be payable by the Customer when management personnel are required to deal with a specific requested service from the Customer:

	<b>Unit</b>	<b>Rate</b>
<i>Management Personnel Fee</i>	Hour (min. charge is four (4) hours)	\$308.63

## 14.4 MAN-HOUR RATES AND EQUIPMENT RENTAL

Charges for labour and for the rental of equipment shall be imposed for services in this Tariff charged according to M/E rates, and also for:

- consolidating damaged Cargo for the purpose of inspection and re-coopering.
- cleaning or preparing cars, trucks, or containerized Cargo for loading;
- clearing Terminal of dunnage, stevedore gear and other equipment or material; and,
- any other service not specified in this Tariff.

## 14.5 MINIMUM NUMBER OF LABOUR HOURS

Where the Operator furnished labour that is necessary for a specific service and the service is completed before the expiration of the minimum time defined in a Collective Agreement, the person requesting the service shall be charged the additional cost of labour at standby rates to account for the difference between time worked and minimum time.

## 14.6 OVERTIME

Were Services are performed by persons working Overtime the person requesting the Services shall pay to the Operator any amount equal to the difference between Straight Time costs and Overtime costs for all labour and supervision according to man- hour rates. The Operator requires advance notice and reserves the right to allocate gangs and decide whether or not Overtime should be worked.

## 14.7 FOREMAN TURNAROUND

In times of labour shortage where a Vessel gang has been ordered but is not provided, the cost of the foremen ordered to supervise said gang(s) is chargeable at the appropriate shift delay to the Vessel which requested the gang(s).

## 14.8 DOUBLE SHIFTING

In times of labour shortage, where the option exists to double, extend, or cover this shift using labour from the preceding and following shifts, labour may be employed at the discretion of the User subject to payment of incremental costs based on shift extension rates plus meal allowance.

## **15 CHARGES GENERALLY**

### **15.1 CHARGES GENERALLY**

Charges under this Tariff generally are:

- (a) based on performing the work during Straight Time operations;
- (b) in addition to charges prescribed by any other tariff, notice or by law, or that may be owing to the Port Authority or the Operator;
- (c) due and payable as soon as they are incurred, or upon completion of such service or use. The Operator reserves the right to require payment of charges in advance, as follows:
  - I. by the Vessel, its owners or agents before Vessel commences its loading or discharging operation;
  - II. by the Cargo Owner before Cargo leaves the custody of the Operator; or,
  - III. right is reserved by the Operator to require payment of all charges on perishable Cargo or of doubtful value and household goods; and
- (d) payable to the Operator at the address shown on the invoice.

### **15.2 TAXES**

All amounts payable to the Operator pursuant to this Tariff do not include any value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, or similar taxes, duties, or charges, (collectively "Sales Tax") and all Sales Taxes are the responsibility and for the account of the person(s) by whom the charges pursuant to this Tariff are payable. If the Operator is required by law or by administration thereof to collect any applicable Sales Taxes from a person responsible for payment of charges pursuant to this Tariff, such person shall pay such Sales Taxes to the Operator concurrently with the payment of any charges payable pursuant to this Tariff, unless such person qualifies for an exemption from any such applicable Sales Taxes, in which case such person shall, in lieu of payment of such applicable Sales Taxes to the Operator, deliver to the Operator such certificates, elections, or other documentation required by law or the administration thereof to substantiate and effect the exemption claimed.

Any exemption claimed from Sales Taxes extended by the Operator to any person is without prejudice to the position of the Operator, which is entitled to charge such person by whom the exemption has been claimed with Sales Taxes at any subsequent date should the taxing authorities determine that the Cargo and services provided pursuant to this Tariff are taxable.

### **15.3 PAYMENT OF CHARGES**

All charges herein, when not paid or absorbed by the Customer, are for the account of the User. On Import and Export traffic moving in connection with Customers, provisions for complete or partial payment or absorption of terminal charges are contained in Customer's tariff. Cargo Owners are urged to consult with the Customer's tariff for accurate determination of applicable terminal charges if any, for the account of Cargo.

### **15.4 CALCULATION OF CHARGES**

Where a charge, excepting Demurrage, imposed in respect of any Cargo is based on either weight or measurement, it shall be calculated on the weight or measurement of the Cargo, whichever is greater.

No invoice shall be issued where the amount of the charges incurred is less than \$2.00 (two dollars).

Where a charge provided in this Tariff for a type of Cargo is expressed based on weight, the Charges are determined on the gross weight of the Cargo stated on the description of the Cargo provided to the Operator.

Where a charge provided in this Tariff for a type of Cargo is expressed on the basis of a quantity other than weight (for example, volume), the charges are determined on the quantity of Cargo stated on the description of the Cargo provided to the Operator.

The Operator may in its sole discretion re-consider any description of any Cargo and substitute its own description in accordance with Section 8.8 for the purposes of calculating the charges payable with respect to that Cargo.

## **15.5 MINIMUM BILLING CHARGE**

All invoices issued by the Operator for any service, or combination of services, as provided in this Tariff shall be subject to a minimum billing charge of \$104.17 per invoice.

## **15.6 REDUCTION OF CHARGES**

No reduction of charges provided in this Tariff shall operate to reduce the amount payable for any service below minimum charge for that service set out in this Tariff.

## **15.7 MATERIALS SUPPLIED**

Charges for any material furnished in connection with any services performed by the Operator shall be based on the actual cost of the material plus fifteen percent (15%).

## **15.8 VERIFICATION OF WEIGHTS AND MEASUREMENTS**

Shipping weights and measurements shown on Bills of Lading, Waybills or other shipping documents are subject to checking by the Operator and the actual scale weight or measurement of the Shipment as determined by the Operator will govern rating and billing.

## **15.9 RATES SUBJECT TO CHANGE**

The rates set out in this Tariff, revisions, or supplements thereto, are based upon ordinary traffic and labour conditions. If and when these conditions change because of demands of labour for increased wages, strikes, congestions or other causes not reasonably within the control of the Operator, resulting in an increased cost of service, the rates are subject to change without notice or the charge for the services may be assessed on the basis of man-hour and equipment.

## **15.10 CHARTER PARTY AGREEMENTS, SALES CONTRACT, ETC.**

The existence of any agreement in connection with a charter party, sales contract, or otherwise, which purports to relieve a Vessel, the Customer, the Vessels' agent, or operator, of any charge properly assessable against same, shall not relieve said Vessel, the Customer, the Vessels' agent, or operator from liability for the payment of such charge under this Tariff.

## **15.11 SERVICES AND USE OF THE TERMINAL NOT OTHERWISE PROVIDED FOR**

Any stevedoring, and Terminal services or other use of the Terminal not otherwise provided for expressly in this Tariff will be calculated as per Sections 14.1, 14.2, and 14.3.

# **16 CARGO**

## **16.1 CARGO RECEIVED OR DELIVERED**

Cargo is received for Shipment when the terms of the dock receipt or other document approved or issued by the Operator have been accomplished. Cargo is delivered when the terms of the delivery order or other document approved by the Operator have been accomplished. Cargo received at the Terminal that is waiting for a Vessel or an Inland Carrier to arrive is in transit until other specific arrangements for its care and custody are made by the Cargo Owner, Vessel and/or Inland Carrier with the Operator. Notwithstanding terms of sale and other considerations or agreements, Cargo in transit in or on the Terminal is under control of the Vessel involved and subject to the terms and conditions of its Bill of Lading, Waybill, or contract of affreightment issued until loaded on board, released by accomplishment of delivery, or released to and accepted by the Operator for other custody.

In the event of any claim made against the Operator for damage to, loss or destruction of Cargo, the Operator will, notwithstanding the provisions of this Section 9 (Cargo), have the benefit of any provisions of this Tariff or the Conditions by which the liability of the Operator is excluded or limited.

## **16.2 REDELIVERY AND TRANSSHIPMENT CARGO**

The charge or charges on Cargo received at the Terminal for delivery to a Vessel which, due to conditions unforeseen at the time of receipt, must be redelivered to a land carrier, or similarly, containerized Cargo received at the Terminal, or non-containerized Cargo which is stuffed into Containers at the Terminal and which is subsequently diverted for Transshipment by the Customer in lieu of a direct call of a Vessel, shall be the same as that applicable to Cargo loaded to a Vessel making a direct call.

For Cargo which is Transshipped, all charges will be charged in accordance with the rates and charges as defined in this Tariff for Import and Export Cargo respectively which is charged once only.

## **16.3 COMPULSORY REMOVAL OF CARGO**

The Port Authority or the Operator may, by written notice to the Cargo Owner, require the removal of a Cargo Owner's Cargo (a) that, in the Operator's sole discretion, it deems likely to damage human health, other Cargo or other property; or (b) that is on Terminal after the expiration of any Free Time. Such removal shall be, on a joint and several basis, at the expense of the Cargo Owner and the Customer that carried the Cargo in the case of an Import Shipment, or the Customer that was scheduled to carry the Cargo in the case of an Export Shipment. Upon the receipt of such notice, the Cargo Owner or said Customer shall remove the Cargo immediately. This provision does not apply to Cargo on the Terminal that is under lease to any person or allotted to any person by the Port Authority.

The Operator may, at the risk and expense of the Cargo Owner or the said Customer, remove, store, relocate or dispose of any Cargo that is left on Terminal for more than seven (7) days after the expiration of any Free Time, or at any time after the Cargo becomes Abandoned Cargo. The Operator shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission, or the negligence of the Operator, in respect of the removal, storing, relocating, or disposing of Cargo under this Section 16.3.

Where, in the opinion of the Operator, any Cargo is not packed in such a manner that it will withstand handling while in transit; the Operator may without responsibility for Demurrage, loss or damage attaching:

- (a) refuse to permit the Cargo to be shipped; or,
- (b) have the Cargo repacked at the expense of the Cargo Owner.

The Operator may, at the risk and expense of the Cargo Owner, reject or remove from Terminal any Cargo that, in the opinion of the Operator, is likely to contaminate or endanger other Cargo.

The Operator reserves the right to withhold delivery of Cargo until all accrued Terminal charges and / or advance charges against the Cargo have been paid in full.

## **16.4 GOODS REQUIRING REFRIGERATION**

Where refrigerated Cargo is to be loaded on or unloaded from a Vessel, the Customer shall:

- (a) arrange for the consignee of the refrigerated Cargo to take immediate delivery when they are unloaded; or,
- (b) arrange for delivery of the refrigerated Cargo for outward movement at a proper time in order to permit the handling and loading of them on the Vessel without delay, whichever is appropriate.

Except in respect of the services described above, the Operator will not be responsible for the cost of special handling of Cargo that require refrigeration or from additional services, Overtime, or deterioration in respect of such Cargo.

## **16.5 DEMURRAGE – RAILCARS OR VESSELS**

The Operator is not responsible or liable for any Demurrage howsoever caused, even if caused by an act omission or the negligence of the Operator while furnishing the service of ordering, billing out and of loading or unloading Cargo to and from Vessels or railcars.

## **16.6 REPRESENTATION AND INDEMNITY OF CARGO OWNER**

Shipping weights and measurements, including the VGM, shown on shipping documents are provided by or on behalf of the Cargo Owner, except to the extent of any VGM service provided in accordance with Section 7.1.

The Cargo Owner represents and warrants that the Cargo, whether designated as Hazardous Cargo or not, is safe for handling or storage by the Operator and is not dangerous or otherwise likely to cause loss, damage, or injury (including personal injury) to the Operator, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal.

## **16.7 HIGH VALUE CARGO**

Handling and storage of high value Cargo will have risk-based premiums applied and will only be accepted by the Operator by special agreement with the User.

## **16.8 REMOVAL OF CARGO FROM THE BERTH CORRIDOR**

Except as otherwise agreed to by the Operator, no Cargo may be stored in the Berth Corridor.

All Cargo:

- (a) placed in the Berth Corridor in preparation for loading to a Vessel must be loaded as scheduled; and
- (b) discharged from a Vessel must be loaded to an Inland Carrier by direct transfer or moved to a storage place on the Terminal.

The Operator may, at the risk and expense of the Customer or Cargo Owner as applicable, remove any Cargo discharged from a Vessel or not loaded to a Vessel as scheduled and take it to a storage place at the Terminal. All costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including storage costs, extra costs incurred with respect to other Cargo) are charges that must be paid by the Customer or the Cargo Owner as applicable.

## **16.9 SPECIAL HANDLING INSTRUCTIONS**

The Operator will not handle, nor provide use of the Terminal with respect to, any Cargo other than in accordance with its standard handling and storage practices except when, upon the written request of a User received at least five days prior to arrival of any Cargo, the Operator in its discretion agrees to handle or store that Cargo in accordance with special instructions, including, for example, instructions to do the following:

- (a) sort or separate Cargo;
- (b) store Cargo inside a shed at the Terminal;
- (c) cover Cargo with tarps or other materials;
- (d) handle Cargo in accordance with such other special handling instructions services as the Operator may agree to provide from time to time.

Extra Charges will be applied for special handling. All costs, expenses, losses, and charges incurred in providing services or use of the Terminal in accordance with any special handling instructions are charges that must be paid by the User making the request.

The Operator will not be liable to any person for any loss or damage caused or contributed to by:

- (a) special handling; or
- (b) a failure to provide any special handling beyond that which the Operator has agreed to provide in accordance with this Clause.

## **16.10 PACKAGING**

Cargo will be subject to multiple handling (for example: to and from Inland Carriers and Vessels; to relocate the Cargo on the Terminal; to facilitate inspection by authorities; etc). Each User warrants that all Cargo can sustain such movement without damage or will be adequately packaged and secured so as to prevent damage in the course of such handling. Where, in the opinion of the Operator, any Cargo may be unable to withstand handling at the Terminal, the Company may, at the risk and expense of the User:

- (a) refuse to handle any of the Cargo;
- (b) refuse to permit any of the Cargo to be handled;
- (c) cause or require any of the Cargo to be:
- (d) covered or moved into a shed;
- (e) packaged or repackaged;
- (f) handled with extra labour or equipment; and

- (g) the costs incurred in doing so (for example, labour, equipment costs incurred in handling the Cargo or as a result of any delay while doing so, including extra costs incurred with respect to other Cargo) are charges that must be paid by the User.

#### **16.11 DISTRIBUTION OF CARGO**

Except as otherwise provided for in this Tariff, only a Cargo Owner, its agent, or the Operator may remove any Cargo from the Terminal. Only an Inland Carrier designated by the Cargo Owner as its agent may remove any Cargo from the Terminal.

#### **16.12 INLAND CARRIER ACCESS TO TERMINAL**

Except by special agreement with the Operator, access to the Terminal is available to Inland Carriers only during the normal operating hours. If after-hours access is provided, all costs (labour, equipment, etc.) incurred for doing so are charges which must be paid the Cargo Owner.

#### **16.13 INSPECTION AND ACKNOWLEDGEMENT OF RECEIPT OF CARGO FROM THE OPERATOR**

Every person must, immediately before removing any Cargo from the Terminal, acknowledge to the Operator in writing the receipt of the Cargo in good order and condition subject only to such damage or shortage as may be specified in writing on the written acknowledgement. All parties with any interest in the Cargo are deemed to have authorized and required any agent who wishes to remove any Cargo to conduct such inspection and acknowledge receipt in accordance with this provision.

#### **16.14 DELIVERY AND TRANSSHIPMENT OF CARGO – DISTRESSED CARGO OR UNLOADED CARGO AT THE CARGO OWNER'S DIRECTION**

If any Cargo received at the Terminal for delivery to a Vessel is for any reason removed from the Terminal by any other means, the charges payable with respect to that Cargo will be the amount payable for the services or use of the Terminal actually provided, or for delivery to a Vessel, whichever is the greater.

**END OF DOCUMENT**