TERMINAL SERVICES TARIFF

FOR

DP World Fraser Surrey Inc.

Trading as DP World Fraser Surrey

EFFECTIVE APRIL 1, 2026

“ 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 Fraser Surrey Inc. and the Vancouver Fraser Port Authority.

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COMPANY INFORMATION

Hours of Operation	Regular Office Hours	0800 to 1630 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week
Telephone Numbers:	Main Office	(604) 581-2233
	Security (24 Hours)	(604) 582-2213
Address:	11060 Elevator Road Surrey, BC V3V2R7 Canada	
Website:	www.dpworld.com/canada	

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, terms, conditions, rules and regulations and definitions contained herein, and the DP World Standard Terms and Conditions (“Conditions”) available online at www.dpworld.com/canada, shall apply to the container 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. Where there is a direct conflict between this Tariff and the Conditions, this Tariff shall apply but only to the extent of such conflict.

The Port Authority provides berthage at the Terminal, subject to all of 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 Fraser Surrey 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 DP World Fraser Surrey having a Terminal address at 11060 Elevator Road, Surrey, B.C.. but does not include the Port Authority Rail Yard; and,

"**Port Authority**", as used in this Tariff, means the Vancouver Fraser Port Authority 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.

BC Ports - means all port terminals located in the Province of British Columbia, Canada.

Berth/Berths – means any of berths 2 – 10 at the Terminal.

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 individually or in units or packages (not including Containers or bulk Cargo) and includes Steel.

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 of British Columbia, 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.

MFBM - means one thousand (1,000) foot board measure where: 1 board foot of lumber is 12" x 12" x 1".

MSCR - means 1000 board feet of logs, as determined by "Scribner" scale.

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 as defined in Collective Agreement.

Short Sea Shipping Transport Services Tariff – means the Operator's Tariff for barge transport services found on the Operator's website at https://www.dpworld.com/en/canada/helpful-documents/vancouver.

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.

Steel – means any of the following: steel plate; steel sheet in envelopes; hot rolled coil; wire rod; galvanized steel coil; pre-painted eye up galvanized steel coil; wide flange beams to a maximum of 60 feet; structural steel to a maximum of 60 feet; channels to a maximum of 60 feet; angles to a maximum of 60 feet; pilings to a maximum of 60 feet; steel rail to a maximum length of 50 feet; steel bars; oil country tubular goods; oil well casing; steel tubing; steel line pipe to a maximum diameter of 24 inches and a maximum length of 40 feet; galvanized fence posting; bundled pipe (bundles less than 800 kg each), or other similar Cargo, not exceeding the referenced dimensions.

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.

WTI - means the West Texas Intermediate crude oil price.

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^3"): 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

The Operator is responsible for collecting all berthage fees and wharfage fees on behalf of the Port Authority. As of the Effective Date, the berthage fees and wharfage fees are described in Section 2.1 (Berthage Fees) and Section 2.2 (Wharfage Fees) below, provided, that such fees and terms may be different at the date of service and all such amounts are assessed in accordance with the Port Authority Fee Document. Users should confirm all berthage fees and wharfage fees with the Port Authority. The Port Authority Fee Document can be found at the Port Authority website: http://www.portvancouver.com.

2.1 BERTHAGE FEES

The Port Authority charges a berthage fee based on physical size (LOA) of Vessel when it utilizes a berth owned by the Port Authority, as well as the Vessel's length of stay at a berth, from the time when the first line is made fast to when the last line is cast off. The berthage fee also applies to Vessels that are fastened to or tied up alongside any other Vessel occupying a berth. Berthage fees are intended to help recover investments and costs associated with the wharf apron and berth dredging and maintenance. The User is charged berthage fess as set out below.

Subject to the provisions of the Port Authority Fee Document, berthage fees are not payable in respect of the following Vessels:

(a) a Vessel that, in the opinion of the Port Authority, is not of a commercial type or design and belongs to her Majesty in right of Canada or to a foreign government;

(b) a tug that is docking or undocking another Vessel;

(c) a Vessel that is loading or unloading Cargo to or from any Vessel that is paying berthage to the Port Authority;

(d) a Vessel that is loading or unloading Cargo at Port Authority property (often for subsequent reshipment), with said Cargo being loaded to or received from a Vessel at Port Authority property paying berthage charges to the Port Authority.

The Port Authority reserves the right, in its discretion, to determine for the purposes of berthage fees the length of any Vessel.

Note: AS AT THE DATE OF PUBLICATION OF THIS RATE SCHEDULE, the berthage fees imposed by the Port Authority were determined as set out below. The berthage fees may be different at the date of service – Users should confirm the fees with the Port Authority.

During Working Periods as defined in the Collective Agreement	As per Port Authority Fee Document
During Non-working Periods as defined in the Collective Agreement	As per Port Authority Fee Document

The Non-working Periods are presently Labour Day, Noon Christmas Eve to Midnight, Christmas Day, and Noon New Year's Eve to Midnight New Year's Day.

Coastal Vessels operating between BC Ports, other than passenger vessels	**Rate**
Per hour, or part thereof	As per Port Authority Fee Document
Minimum charge for such Vessels	As per Port Authority Fee Document

Vessels other than those above	**Rate**
Per hour, or part thereof, during Working Periods	As per Port Authority Fee Document
Per hour, or part thereof, during Non-Working Periods	As per Port Authority Fee Document
Minimum charge for such Vessels	As per Port Authority Fee Document

2.2 WHARFAGE FEES

Wharfage is a fee assessed by the Port Authority for handling Cargo at Port Authority property. The wharfage fee is based on the weight or measurement of the applicable Cargo and is variable by type of Cargo. Wharfage fees are intended to help recover investments and costs associated with the provision of port infrastructure and services to handle Cargo.

Subject to the terms of this Section 2.2 (Wharfage Fees), wharfage fees on laden containerized Cargo, both Export and Import, and Cargo are charged as set out below.

The Port Authority reserves the right to classify any Cargo and the Port Authority's decision in this regard shall be final and binding.

Wharfage will not be assessed more than once in respect of Cargo (including laden containerized Cargo) that is considered Transshipment. Furthermore, transshipped Containers will be charged wharfage fees once at the applicable Export rate, as set forth below.

Where Cargo is transferred overside on the offshore side of a Vessel from Vessel to Vessel, unloaded overside from Vessel directly to the water or loaded from the water directly to a Vessel, the wharfage charge may be reduced by fifty percent (50%).

Subject to the provisions of the Port Authority Fee Document, no wharfage fees shall be charged in respect of the following:

(a) ship's Store and bunker fuel used solely for a Vessel that is loading or unloading Cargo or paying berthage in respect of Port Authority property, provided, that the Port Authority does not issue a receipt for the Stores and fuel;

(b) repair materials, lining or ballast delivered to and for the sole use of a Vessel loading or unloading Cargo or paying berthage fees in respect of Port Authority property; or

(c) empty Containers, unless carried for and charged by a Vessel, in which case the applicable Cargo wharfage rate will apply.

Wharfage fees on laden containerized Cargo are payable by the Customer, and wharfage fees on non-containerized Cargo are payable by the Cargo Owner.

Note: AS AT THE DATE OF PUBLICATION OF THIS TARIFF, the wharfage fees imposed by the Port Authority were determined as set out below. The wharfage fees may be different at the date of service – Users should confirm the fees with the Port Authority.

	Rate
Containerized Cargo	
Laden Inbound (Import)	As per Port Authority Fee Document
Laden Outbound (Export)	As per Port Authority Fee Document
EMPTY Outbound (Export)	As per Port Authority Fee Document
Non-containerized Cargo	
Metal Ingots and Steel Products	As per Port Authority Fee Document
Lumber	As per Port Authority Fee Document
Logs	As per Port Authority Fee Document
Wood Pulp	As per Port Authority Fee Document
Dry Bulk	As per Port Authority Fee Document
Cargo not Otherwise Specified	
Cargo not Otherwise Specified	As per Port Authority Fee Document

2.3 GATEWAY INFRASTRUCTURE FEE

See Port Authority Fee Document.

2.4 STEVEDORING ACCESS FEE

A stevedoring access fee is applicable to all Cargo or equipment for which stevedoring is provided at the Terminal. The stevedoring access fee forms part of the general fees and charges set out herein when using stevedoring services provided by the Operator. For stevedoring services provided by any other stevedoring company, the stevedoring access fee set out below applies and is payable jointly and severally by the Customer and Cargo Owner that is responsible for hiring and paying for the cost of stevedoring the Cargo. The Customer or Cargo Owner who is responsible for hiring and paying such other stevedoring company represents and warrants that such other stevedoring company is their invitee and is subject to this Tariff and the Conditions.

Stevedoring Access Fee	**Unit**	**Rate**
Agricultural Commodities	M.T.	$0.59
Steel Commodities	M.T.	$3.89
Logs	MSCR	$3.85
Other Non-specified	M.T.	$7.31

2.5 BERTH ACCESS FEE

A berth access fee set out below is applicable to all Cargo or equipment loaded or unloaded by or for the account of the Customer or Cargo Owner to or from a Vessel at the Terminal. The berth access fee forms part of the general fees and charges set out herein for granting the nonexclusive right to a licensee to enter onto and to use a designated licensed area within the Terminal in addition to the terms and conditions set out in the license agreement between the Operator and the license.

Berth Access Fee	Unit	Rate
All Commodities	M.T.	$3.17

2.6 BCMEA CARGO ASSESSMENTS

All BCMEA Cargo Assessments are charges that must be paid by the Customer to the Operator as agent for collection of the BCMEA.

	Rate
BCMEA Cargo Assessments	As Imposed by the BCMEA from Time to Time.

2.7 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.

	Unit	Rate
Minor Damage	Per Incidence	$238.51

2.8 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.

	Unit	Rate
Security Breach	Per Incidence (First Offence)	$793.40
	Per Incidence (Second Offence)	$2,380.17

2.9 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 9.5 (Compulsory Removal of Cargo) of this Tariff.

	Unit	Rate
Abandoned Cargo	Per Container or unit of Cargo, as applicable	$7,936.87
	Per M.T. of Cargo not in a Container or Unit	Removal + 25%

3 VESSEL CHARGES

3.1 HANDLING LINES

The Vessel charges below are computed on a four-hour basis. Where any line calls exceed four hours, the charge for each extra hour or portion thereof, is twenty five percent (25%) of the published charge. Where more than one Vessel is tied up and let go by the same lines crew gang within a single four-hour period, the charges otherwise payable in respect of each Vessel shall be reduced by thirty percent (30%).

	A $	B $	C $	D $	E $	F $
Tying Up	2,742.00	3,408.00	4,167.00	3,460.00	4,280.00	5,305.00
Letting Go	1,830.00	2,274.00	2,780.00	2,309.00	2,855.00	3,539.00

A = Monday – Friday 0800 – 1630 Hours.

B = Monday – Friday 1630 – 0100 Hours.

C = Monday – Friday 0100 – 0800 Hours.

D = Saturday – 0800 – 1630 Hours.

E = Saturday – 0100 – 0800 Hours, 1630 – 0100 Hours, Sunday all Shifts.

F = Statutory Holidays – All Shifts

Note: These rates may be subject to changes or prevailing weather and related conditions and should be re-confirmed at the date of service.

3.2 REDOCUMENTATION

Redocumentation means reissuing or making changes to the documentation and / or billing of Cargo arising from changes in original manifests, split delivery of Shipments, forwarding instructions or services. Redocumentation also includes reissue/ resending of invoices and back-up to invoices.

	Unit	Rate
Redocumentation	Per Invoice	$111.02

3.3 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.

	Unit	Rate
Standby	Per Occurrence	M/E

3.4 WATER

The Operator will assess charges in accordance with the below chart for connecting and disconnecting 100foot water hoses to a Vessel, connecting and disconnecting water hoses that are longer than 100 feet, and for any water used by the Vessel or User on a M.T. basis.

	Unit	Rate
Connecting and Disconnecting Water	100-Foot water hose to Vessel	$253.79
Each Additional Connection	Foot section of additional water hose	$58.57
Charge for Water Delivered by Hose to Vessel	M.T.	$9.44

3.5 SERVICE & FACILITY CHARGE

In addition to the berthage fees set forth in Section 2.1 (Berthage Fees), the Operator may assess a service and facility charge in respect of a Vessel that occupies a berth or is fastened-to or tied-up alongside any other Vessel occupying a berth for purposes other than Cargo handling by the Operator (e.g., Vessel maintenance or discharge of Cargo to water). Additional charges for security services to permit controlled access to the Terminal or Vessel and ground space used may be payable in addition to the services and facility charge.

Where a Vessel occupies a berth or is fastened-to or tied-up alongside any other Vessel occupying a berth for purposes other than Cargo handling by the Operator, the Cargo Owner and Customer, at the request of the Operator, shall provide to the Operator a refundable deposit in an amount determined by the Operator as security for any claim that may arise.

	Unit	Rate
Service & Facility Charge	Service & Facility Charge per-day or part thereof	$2,249.47

3.6 REFUNDABLE CLEANUP DEPOSIT

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

	Unit	Rate
Refundable Cleanup Deposit	N/A	By Arrangement

3.7 SPECIFIC SECURITY CHARGES

The specific security charges are paid by Users when they request the Operator to provide certain specific security services.

	Unit	Rate
Security Charges	N/A	By Arrangement

3.8 SERVICES NOT OTHERWISE SPECIFIED

The Operator and the User may agree in writing on other services not specified in this Tariff.

	Unit	Rate
Services not Otherwise Specified	N/A	By Arrangement

3.9 GROUND SPACE

The Operator may charge a fee for additional ground space at the Terminal that a User might request for loading or unloading Cargo. These fees are paid on a per-day basis.

	Unit	Rate
Initial Ground Space	Per day based on 100m x 10m used charged	$2,380.00 min.
Additional Ground Space	Per day on 50m increments	$1,190.78

4 CONTAINER OPERATION

TERMINAL THROUGHPUT

4.1 Vessel Throughput

The Vessel Throughput Charge for Containers includes the following activities:

(a) Lashing and/or conventional unlashing of Containers (Full/Empty) onboard the Vessel.

(b) Loading and/or discharging Containers (Full/Empty) to/from Vessel.

	Unit	Rate
Vessel Throughput	Per Container	$852.39

4.2 Gate Charge

The gate charge covers the receipt / delivery of containerized Cargo to/from truck or rail. 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.

	Unit	Rate
Truck – 20', 40' & 45' containers	Per Container	$116.88
Truck – 53' containers	Per Container	$209.36
Rail	Per Container	$239.87

4.3 OOG Surcharge

An OOG surcharge is applicable per containerized Cargo (in addition to the throughput charge) for over dimensional containerized Cargo (using standard spreader of 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) 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 containers. Laden flat rack containers 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 Container may be regarded as non-containerized Cargo for invoicing purposes.

	Unit	Rate
OOG Surcharge	Per Container	$614.49

4.4 Hatch Cover Charge

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

	Unit	Rate
Hatch Cover Charge	Per Container	$737.38

4.5 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.

	Unit	Rate
Yard Rehandle	Per Container	$161.67

4.6 REPRINTING OUT GATE INTERCHANGE

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

	Unit	Rate
Reprinting out Gate Interchange	Per Reprint	$55.54

4.7 SEAL NUMBER UPDATE FEE

Fee for updating the seal number of Export Containers at the Terminal Gate.

	Unit	Rate
Seal Number Update	Per Seal	$55.54

4.8 ON-HIRE FEE

Fee for updating Container numbers in N4 system.

	Unit	Rate
Fee (Includes Updating 5 Container)	Per Container	$110.61
Fee for Each Additional Container	Per Container	$13.85

4.9 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.

	Unit	Rate
Overweight Surcharge	Per Container	$475.44

4.10 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.

	Unit	Rate
Specialized Cargo Gear Surcharge	Per Item	M/E

4.11 VESSEL CONTAINERIZED CARGO REPOSITION

A repositioning fee will be assessed for containerized Cargo that is repositioned or on a Vessel without removing such containerized Cargo from the Vessel.

	Unit	Rate
Moving Containerized Cargo from Cell-to-cell Onboard Vessel	Per Container	$288.81
Moving Containerized Cargo via Quay from Cell to Dock and then to Cell	Per Container	$476.99

REFRIGERATED (REEFER) CONTAINER SERVICES

4.12 Reefer Service Charge

Charge includes one plugging and one unplugging of a reefer Container into or from the electrical service outlet, switching the power supply on/off, monitoring the temperature recorded on the reefer unit on the Container twice per day shift and provision of electrical power during Free Time. Charge excludes the Shift Differentials Charges during Premium Shifts even if occurring during Free Time.

	Unit	Rate
Reefer Service Charge	Per Container	$627.91

4.13 Plugging and Unplugging Reefer Containers

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.

	Unit	Rate
Plugging or Unplugging Reefer Containers	Each Time Performed	$53.23

4.14 Monitoring Reefer Containers

A fee will be assessed for checking proper temperature levels and the operation of refrigerated containerized Cargo (twice 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.

	Unit	Rate
Monitoring Reefer Containers	Calendar day or Part	$34.33

4.15 Electric Power for Reefer Containers

A fee will be assessed for the Operator providing electrical power for refrigerated containerized Cargo. The use of service outlets and electricity shall be charged for each calendar day or fraction thereof. The Operator will exercise reasonable care to provide adequate and continuous electrical power for refrigerated containerized Cargo but does not guarantee that such power will always be provided. The Operator is not responsible for and has no liability for any loss or damage to Cargo, in the event of any electrical power failure.

	Unit	Rate
Electric Power for Reefer Containers	Calendar day or Part	$34.33

4.16 Reefer Unit Monitoring Shift Differential Charges

Monitoring of reefer units during Premium Shifts, even during Free Time, will be charged a Shift Differential per reefer unit as follows:

		Unit	Rate
Monday - Friday	0100 – 0800 hours	Per Container	$30.00
Monday - Friday	1630 – 0100 hours	Per Container	$13.35
Saturday	0100 – 0800 hours	Per Container	$32.59
Saturday	0800 – 1630 hours	Per Container	$14.29
Saturday	1630 – 0100 hours	Per Container	$32.59
Sunday	All Shifts	Per Container	$32.59
Public Holidays	All Shifts	Per Container	$59.16

4.17 Reefer Rail Supplement

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

	Unit	Rate
Reefer Rail Supplement	Per Container	$79.54

4.18 Railcar Refrigerated containerized Cargo Cabling

A railcar refrigerated containerized Cargo cabling charge is a charge to the railroad for installation or removal of reefer cables and generator set.

	Unit	Rate
Unloading	Per Move	$118.51
Loading	Per Move	$238.50

4.19 RAIL SORTS SURCHARGE

A rail sort surcharge is a fee to cover any sorts in excess of the four (4) free import destination sorts included in the rail thruput.

	Unit	Rate
Rail Sorts Surcharge	Per Container	$37.54

4.20 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.

	Unit	Rate
Heavy Rail Container Surcharge	Per Container	$225.03

4.21 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.

	Unit	Rate
Tanks and Non-standard Containers Rail Surcharge	Per TEU	$225.03

4.22 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.

	Unit	Rate
EDI or Waybill Errors	Per Container	$374.99

4.23 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 and OOG Cargo. This is in addition to any Demurrage levied but includes up to 2-yard re-handles, if more re-handles are required, they will be quoted on a case-by-case basis.

	Unit	Rate
Equipment Change of Status Charge	Per Container	$317.98

4.24 SWEEP OR VACUUM CONTAINERIZED CARGO

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.

	Unit	Rate
Sweep, Vacuum or Washing of Containerized Cargo	20-ft. Container	$115.24
	40-ft. Container	$208.03

4.25 APPLICATION/REMOVAL OF PLACARD OR SEAL

The fee for applying or removing placards or seal covers the costs of removing or applying a placard or seal.

	Unit	Rate
Applying or Removing Placard or Seal	Per Container	$94.86

4.26 SUPPLYING PLACARD OR SEAL

The fee for supplying a placard or seal covers the costs of the new placard for the old placard or seal.

	Unit	Rate
Supplying Placard	Per Placard	$16.26

4.27 CBSA INSPECTION ADMINISTRATIVE FEE

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

Rehandling charges would apply if applicable. If the containerized Cargo that has been inspected is a refrigerated containerized Cargo a charge as per 4.9 will also apply.

	Unit	Rate
CBSA Inspection Admin Fee	Per Container	$368.57

4.28 TRANSPORT CANADA INSPECTION

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

	Unit	Rate
Transport Canada Inspection Charge	Transport Canada Inspection	$216.13

4.29 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 at the sole discretion of the Operator and 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, 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.

	Unit	Rate
Empty Container Storage Fee	TEU per day	$159.01

4.30 EMPTIES MANAGEMENT SYSTEM (EMS)

Charges for evacuation of empty Containers over and above the empty pool allowances once the total empties on site for all shipping lines exceed 25% of the Terminal yard capacity.

	Unit	Rate
One-Way Trucking Cost to Off-site Depot Gate Charge and	Per Container	Per arrangement on request
Re-handles as Applicable	Per Container	As per Tariff

The following steps will apply to evacuate empties:

Step 1 – Customer or other User will be asked to evacuate excess empties on the next scheduled Vessel or remove the Containers from the Terminal by making their own transport arrangements no later than the arrival of the next Vessel where that Customer has Containers. If there is no next Vessel scheduled or with a scheduled arrival within 30 days, then the User must evacuate excess empties within 14 days of being asked to do so by the Operator. If after 1 (one) Business Day of being asked to evacuate excess empties, no confirmation has been received from the Customer or other User, the Terminal will proceed to step 2.

Step 2 – The Operator will, at the Customer's or other User's expense evacuate the empties by truck to off-site empty depots. Those shipping lines that have agreements in place with specific empty depots are advised to inform the Operator's customer service team so those depots can be prioritized. If the specified depots are not able to receive empties or for whatever reason empties cannot be evacuated by truck (for example but not limited to lack of truck capacity), the Terminal may, at the Operator's sole discretion, proceed to step 3.

Step 3 – The Terminal will proceed to evacuate the empties by barge to Duke Point terminal in Nanaimo, Vancouver Island. Barge and storage charges in Nanaimo will apply as per DP World Nanaimo public tariff and Short Sea Shipping Transport Services Tariff available on our website.

4.31 Full Container Management

Full Container Management charges are charges for the evacuation of full Containers by truck and/or barge to an off-site depot at the Operator's sole discretion, due to heavy congestion and/or supply chain disruptions which result in the Terminal operating over capacity. The Customer shall pay the Operator Full Container Management charges to evacuate the full containers from the Terminal as follows:

	Unit	**Rate**
Round-trip Trucking Cost to & from off-site Depot (excluding fuel surcharge & reservation fees)	Per Container	Per arrangement on request
One-way Barge Cost to & from the Terminal	Per Container	As Applicable
Gate Charge and Re-handles as Applicable	Per Container	As per Short Sea Shipping Transport Services Tariff

The following steps will apply to evacuate full Containers from the Terminal:

Step 1 – The Customer or other User will be asked to evacuate excess full Containers from the Terminal by making their own transport arrangements no later than one (1) week from the date of notice. If after 72 hours of notice no confirmation has been received from the Customer or other User, the Operator will, at its sole discretion, proceed to step 2.

Step 2 – The Operator will, at the Customer's or other User's expense, evacuate the full Containers by truck and/or barge to an off-site depot or to other local DP World operated marine terminal. In addition to the Full Management Charges, all charges, including but not limited to gate movements, transport, rehandles, sorting and storage charges from the destination off-site-depot or marine terminal's respective public tariff will apply.

4.32 DEMURRAGE

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) working 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.

Unless otherwise agreed in writing, the Free Time on all Imports shall be calculated as follows:

Truck All Imports received for truck shall have three (3) gate working days Free Time following Vessel release which is usually after the Vessel completion.

Rail 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.

CBSA 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:

	Unit	Rate
First Five (5) Calendar Days Following Free Time (Including day of Receipt)	TEU per day	$174.60
Everyday Thereafter	TEU per day	$375.05

Demurrage on Export containerized Cargo, including empty Exports, is paid as follows:

	Unit	Rate
First Seven (7) Calendar Days Following Free Time (Including day of receipt)	TEU per day	$55.54
Everyday Thereafter	TEU per day	$144.00

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 Customer or Cargo Owner, 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 Customer, or Cargo Owner, as applicable;

(b) subject to all applicable Demurrage;

(c) considered Abandoned Cargo and assessed a penalty in accordance with Section 2.9 (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.

4.33 DANGEROUS AND HAZARDOUS CARGO

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.

	Unit	Rate
Extra Services Required in Handling Hazardous Cargo	N/A	M/E
Surcharge for Handling Hazardous Cargo	Per Container	By Arrangement

4.34 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 items 4.11 and 4.12).

	Unit	Rate
Tank Container Surcharge	Per Container	$225.03

4.35 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. Additional charges may apply if there is a sustained increase of MARSEC level.

	Unit	Rate
Container Security Surcharge	Laden TEU	$8.67

4.36 VGM INFORMATION RECEIVED AFTER VESSEL CUT-OFF

Charge for VGM Information Received After Vessel Cut-Off	**Unit**	**Rate**
Fee	Per Container	$108.08

4.37 CONTAINER OFF-HIRE

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

	Unit	**Rate**
Container Off-hire	Per Off Hire	$323.35

4.38 BACKWARD FACING CONTAINERS

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

	Unit	**Rate**
Backward Facing Containers	Per Container	$118.52

4.39 EXPEDITED RAIL SERVICE

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 24 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.

	Unit	**Rate**
Expedited Rail Service	Per Container	$515.00

4.40 LOCAL RUSH

Fee for delivering Containers while the Vessel is still working, provided it is a gate working day.

	Unit	**Rate**
Local Rush	Per Container	$524.97

4.41 DIGITAL PHOTOGRAPHS

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

	Unit	**Rate**
Digital Photographs	Per Container	$86.14

4.42 EARLY/LATE CONTAINER RECEIVAL

The Operator is able to receive export Containers (Dry or Reefer) outside of the normal export receiving window subject to the following charge:

	Unit	**Rate**
Early/Late Container Receival	Per Container	$234.28

4.43 ENERGY TRANSITION SURCHARGE

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

	Unit	**Rate**
Energy Transition Surcharge	Per Laden TEU	$18.91

4.44 DAMAGED OR UNBALANCED CONTAINER HANDLING FEE

Containers identified as damaged or unbalanced either in the Container Yard or at time of discharge that require additional terminal handling to ensure safe operations will be subject to a flat fee. This fee may include the rehandling and relocation of the Container to a safe Container Yard position, inspection and photographic documentation, and removal of the existing seal.

	Unit	Rate
Damaged or Unbalanced Container Handling Fee	Per Container	$335.00

5 NON-CONTAINERIZED CARGO

5.1 TERMINAL THROUGHPUT SERVICES – NON-CONTAINERIZED CARGO

Import Cargo

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

(a) once, transporting the con-containerized Cargo from the Berth Corridor at Vessel's side to a place of rest on the Terminal;

(b) without any sorting, storing the non-containerized Cargo in an orderly fashion in the order received at the place of rest;

(c) at the place of rest, assess by visual inspection and record the quantity and condition of the non-containerized Cargo;

(d) storing the non-containerized Cargo for the allowable Free Time;

(e) 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.

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 con-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.

5.2 TERMINAL THROUGHPUT SERVICES – STEEL CARGO

Service	Unit	Rate
Steel Plate		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$68.59
Steel Sheet in Envelopes		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$70.04
Hot Rolled Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$51.80
Wire Rod in Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$59.46
Galvanized Steel Coil		

From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$56.47
Eye-up Galvanized Steel Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$64.19
Wide Flange Beam		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$75.97
Steel Rail		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$96.28
Steel Bar (Bundled and Loose)		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$71.38
Line Pipe (Bundled)		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$65.93
Line Pipe (Loose)		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$76.63
Pipe (Less than 0.125" Wall Thickness)		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$118.52
Steel Tubing (Bundled)		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$67.52
Steel Tubing (Loose)		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$85.96
NOS		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	M.T.	$94.76 (or min. $637.25 per piece)

Note: Minimum charge per ocean Bill of Lading $637.25 per Bill of Lading

5.3 STEEL GATE RESERVATION FEES

A charge levied for securing a designated steel gate appointment at the Terminal to support operational planning and efficient Cargo flow. The charge is applicable per reservation and remains payable regardless of whether the appointment is utilized, including missed, late, or cancelled reservations.

	Unit	**Rate**
Steel Gate Reservation Fees	Per Reservation	$345.00

5.4 TERMINAL THROUGHPUT SERVICES – NON-STEEL CARGO

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

5.5 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.

Certain Extra Services	Unit	Rate
Shifting Without Sorting	MFBM	$18.65 (min. charge $299.94)
Wrapping (Including Material)	MFBM	$27.82 (min. charge $299.94)
Undercover Protection	MFBM	$20.24 (min. charge $299.94)
Stenciling (with Stencil Supplied by Customer)	MFBM	$16.31 (min. charge $299.94)
Lot Marking	MFBM	$10.05 (min. charge $299.94)

5.6 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.

5.7 STANDARD STEVEDORING SERVICES – NON-CONTAINERIZED CARGO

The standard stevedoring services as set out in the table below 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 as set out in the table below for the loading of non-containerized Cargo on a Vessel consist of, with the use of the Vessel's gear:

(a) attaching lifting gear to Cargo lying on the Berth Corridor at Vessel's side;

(b) lifting the Cargo and stowing in a hold on the Vessel in accordance with pre-stow plan prepared and supplied by or on behalf of the Vessel.

The standard stevedoring services as set out in the table below for the loading of agricultural 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 agricultural 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 agricultural Cargo to a Vessel.

Standard Stevedoring Services	Rate
Discharge of Non-containerized Cargo from a Vessel	M/E
Loading of Non-containerized Cargo to a Vessel	M/E

Standard Stevedoring Services – Agricultural Products	Unit	Rate
Vessel Loading – All Agricultural Products	M.T.	$1.91
Differential Shift Loading Charges		M/E
Hourly Vessel, Railcar or Terminal Delay Charges		M/E
Hourly Shift Extension Charges		M/E

5.8 TRANSHIPMENT 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.

5.9 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.

but do not include:

(a) wharf checking service;

(b) access for truck or railcar to berth to receive or deliver non-containerized Cargo by direct transfer; or

(c) access to a second Vessel to a Vessel at berth to allow for direct transfer.*

*These three items are charged as per M/E.

5.10 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.

The rates for direct transfer services with the use of Vessel's gear are:

Cargo Type	**Unit**	**Rates**			
		Vessel - Vessel	**Vessel – Flatbed Truck**	**Vessel – Van Style Truck**	**Vessel – Rail Siding**
Lumber	MFBM	$8.54	N/A	N/A	N/A
Logs	MSCR	$4.95	N/A	N/A	N/A
Steel	M.T.	$14.36	N/A.	N/A	N/A
All Other Non-containerized Cargo	M.T.	$28.07	$2,990.91 min. per truck - $68.88 per MT	$2,990.91 min. per truck - $68.88 per MT	$2,990.91 min. per truck - $68.88 per MT

5.11 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 minimum charge for non-containerized Cargo Demurrage is $100.00. 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 9.2.

5.12 NON-CONTAINERIZED CARGO SERVICES

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.

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.

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.

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.

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.

5.13 SECURITY SURCHARGE

The Operator will assess a security charge against non-containerized Cargo passing through the Terminal (i.e., Imports and Exports) or Transshipment.

Security Surcharge	Unit	Rate
Steel	M.T.	$0.95
Lumber	MFBM	$0.91
Logs	MSCR	$0.95
All Other Non-containerized Cargo	Per Unit	$0.95

*(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)

6 LABOUR AND EQUIPMENT CHARGES

6.1 STRAIGHT TIME AND SHIFT DIFFERENTIALS

	Straight Time		Shift Differentials				
	A $	B $	C $	D $	E $	F $	G $
Head Foreperson	182.69	210.09	38.95	41.87	83.17	89.54	147.36
Foreperson	179.7	206.66	37.54	40.47	80.34	86.71	144.5
Longshoreman #1	118.67	136.47	27.74	29.89	59.37	64.07	106.78
Longshoreman #2	115.89	133.27	27.74	29.89	59.37	64.07	106.78
Longshoreman #3	115.23	132.51	27.74	29.89	59.37	64.07	106.78
Longshoreman #4	114.95	132.19	27.74	29.89	59.37	64.07	106.78
Longshoreman - Basic	114.02	131.12	27.74	29.89	59.37	64.07	106.78

Delay Time & Shift Differentials are chargeable at 15-minutes increment.

A = Delay Rates

B = Extra Labour – Cost Plus (i.e., normal charge-out rate).

C = Monday – Friday 1630 – 0100 Hours

D = Saturday 0800 – 1630 Hours

E = Monday – Friday 0100 – 0800 Hours

F = Saturday 1630 – 0800 Hours; Sunday All Shifts.

G = General Holidays All Shifts

#1 = Tradesman (certified).

#2 = Dock Gantry Driver, Locomotive Engineer, Head Checker, Straddle Carrier Operator, Bulk Operator, Ship Gantry Driver, Winch Driver, Hatch Tender, Grain Specialty, Container Freight Station (CFS) Operations man, Re-Load Operations man, Top Pick Driver, Side Handler Driver, Reach Stacker Driver, Container Heavy Lift Truck Driver (15,000 lb. & up, Top Pick, Side Handler, Reach Stacker).

#3 = Switchman, Paperman, Ship and Dock Mobile Equipment Operator (other than in classification 2 or 4), Lead Hand, Tradesman (uncertified), Gear Man/Locker Man, Trackman, Head Checker, Bulk Operator.

#4 = Grain Machine Man, Side Runner, Lift Truck Operator (14,000 lb. and under), Checker, Truck Driver (air brake certificate), Trades Servicemen, Unitizer Operator, First Aid Attendance, Boatman (Longshoreman Basic + $5.00)

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.2 Shift Extensions and Meal Hour Penalty Differentials

	Straight Time		Shift Differentials						
	A $	B $	C $	D $	E $	F $	G $	H $	I $
Head Foreperson	73.67	147.36	132.1	136.51	198.43	207.98	231.1	294.69	
Foreperson	72.25	144.5	128.57	132.96	192.76	202.34	225.46	289.03	
Longshoreman	53.39	106.78	95	98.24	142.46	149.5	166.55	213.56	59.37

A = Monday – Friday 0800 – 1630 Hours; 1 hour shift extension and 1/2-hour meal penalty

B = Monday – Friday 0800 – 1630 Hours; 3-hour min. – 4-hour max shift extension

C = Monday – Friday 1630 – 0100 Hours; All shift extensions and 1/2-hour meal penalty

D = Saturday 0800 – 1630 Hours; 1 hour shift extension and 1/2-hour meal penalty

E = Monday – Friday 0100 – 0800 Hours; All shift extensions and 1/2-hour meal penalty

F = Saturday 1630 – 0800 Hours; Sunday All shifts; All shifts extension and 1/2-hour meal penalty

G = Saturday 0800 – 1630 Hours; 3-hour min. – 4-hour max shift extension

H = General Holidays – All shifts; All shift extensions and 1/2-hour meal penalty I = Monday – Friday Dayshift; 0600 start to 0800*

Dayshift	0800 - 1630
Nightshift	1630 - 0100
Graveyard Shift	0100 - 0800

For longshore extensions in excess of 1 hour a meal allowance of $15.00 is also charged.

*Holidays are those identified in the applicable collective agreements with unionized labour.

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.3 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 as follows:

	Unit	**Rate**
Management Personnel Fee	Hour (min. four (4) hours)	$280.17

6.4 Risk Assessment and Safety Equipment Rental

Risk assessment and/or safety equipment rentals such as personal safety-related equipment/facilities and specialized gear, including but not limited to specialized fall protection equipment due to lack of guardrails, testing of vessel bays/areas for odors and spills to comply with Canada's Maritime Occupational Health and Safety Regulations requirements as needed:

	Unit	**Rate**
	Per Occurrence	M/E
Safety Equipment Rental		By Arrangement

6.5 EQUIPMENT HIRE

	Unit	**Rate**
Container Crane (use of one Container Crane)	Hour (min. charge is four (4) hours)	$2,203.46

The period of hiring a Container Crane excludes the preparation and positioning time at the beginning of the period of hire and the shutdown time at the end of the period of hire. Where a Container Crane is used for any period for which the operators are entitled to shift differential pay, the difference between the Straight Time costs and the shift differential costs for that period shall 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, he shall be liable for all labour costs incurred.

	Unit	**Rate**
Lift Trucks		
Under 3629 kg Capacity	Hour	$258.09
3629 kg – 4536 kg Capacity	Hour	$282.66
4526 kg – 7258 kg Capacity	Hour	$350.25
7258 kg – 9975 kg Capacity	Hour	$393.27
9975 kg – 13750 kg Capacity	Hour	$534.61
Over 13750, Top Pick, Reach Stacker	Hour	By Request

Gantry Cranes	
Paceco Model	$2,203.46
Hanjung Model	$2,203.46
Attach and Detach of Gangway to Vessel	$420.32
Rental of Gangway, by day or Part Thereof	$303.91
Rental of Certified Gangway Netting + Arrangement fee	$1,267.74 + $190.17

Note:

(a) Rates are for use of equipment on the Terminal and are exclusive of any labour costs. Rental of equipment is by special arrangement only.

(b) 8 hours minimum

(c) These fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.6 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:

(a) consolidating damaged Cargo for the purpose of inspection and re-coopering.

(b) cleaning or preparing cars, trucks, or containerized Cargo for loading;

(c) clearing Terminal of dunnage, stevedore gear and other equipment or material; and,

(d) any other service not specified in this Tariff.

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.7 MINIMUM NUMER 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.

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.8 OVERTIME

Where 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 reserves the right to allocate gangs and decide whether or not Overtime should be worked.

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.9 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).

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

6.10 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 Operator subject to payment of incremental costs based on shift extension rates plus meal allowance.

Note: these fees are correct AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE. These fees may be different based on the BC Marine Terminal Operators tariff applicable at the date of service.

7 CHARGES GENERALLY

7.1 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.

7.2 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.

7.3 PAYMENT OF CHARGES

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

7.4 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. Where a charge provided for 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 for 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 7.8 for the purposes of calculating the charges payable with respect to that Cargo. No invoice shall be issued where the amount of the charges incurred is less than $2.00 (two dollars).’

7.5 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.

7.6 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.

7.7 MATERIALS SUPPLIED OR A REQUEST FOR THIRD PARTY SERVICES

Charges for any material furnished in connection with any services performed by the Operator or any service obtained from a third party at the request of a User, shall be based on the actual cost of the material or service plus fifty (50) percent.

7.8 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.

7.9 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.

7.10 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.

7.11 SERVICES AND USE OF THE TERMINAL NOT OTHERWISE PROVIDED FOR

All stevedoring and terminal services and all use of the Terminal not otherwise provided for expressly in this Tariff are calculated as per Section 6.1, 6.2 and 6.3.

8 COLLECTION OF OCEAN CHARGES

If requested and at the Operator's option, the Operator may collect such charges on inward Cargo on behalf of the Customer or the agents, owners, or operators of Vessels in accordance with the following:

(a) Any charges to be collected for the Vessel's account must appear on the original and copies of Bills of Lading or Waybills and manifest. The Operator is not obligated to calculate any charges on behalf of the Vessel. Expense bills will read "ocean charges collect $ " expressed in Canadian currency. The currency conversion to Canadian funds will be calculated at the currency exchange rate as established by the Vessel.

(b) The collect ocean charges may be paid by the consignee or his agent in either U.S. funds as per the Bill of Lading or Waybill or in Canadian funds at the Vessel exchange rate. If payment is received in U.S. funds, the Operator reserves the right to make payment to the Customer in U.S. funds.

(c) Inbound manifest must be lodged with the Operator three working days prior to the Vessel's arrival to enable the Operator to prepare expense bills in time for discharge.

(d) Additional costs incurred in preparing expense bills for manifests received after the period of three days, or for re-billing of Inward Shipments on instruction from the Customer will be for the account of the Customer.

(e) The Operator will not accept any corrections or adjustments to collect ocean charges after the surrender of the original Bill of Lading, release of Cargo by the Customer, or payment of ocean charges by the consignee or his agent. Such corrections and adjustments will be the responsibility of the Customer to collect directly from the consignee or his agent.

9 CARGO

9.1 MOVEMENT OF CARGO THROUGH A GATE AT THE TERMINAL

Gate charges are imposed each time any Cargo or Container is brought onto or taken off the Terminal. Gate charges are charges that must be paid by the User.

	Unit	Rate
Gate Charge - Non-containerized Cargo Carried by Truck	Each Time a Truck Passes Through a Gate of the Terminal	$129.34
Gate Charge - Non-containerized Cargo Carried by Railcar and Cargo Being Carried to or from a Rail Siding	Each Time a Conveyance Passes Through a Gate of the Terminal	$129.34

9.2 STORAGE

The Operator may, on such terms as it may be prepared to accept and at its sole discretion, agree to permit a User to leave Cargo on the Terminal in exchange for payment of stowage charges (the "Stowage Charges") for a specific period of time after the expiry of Free Time (the "Stowage Period"). Any such Stowage Period must be agreed in writing prior to the expiry of Free Time and is subject to the following:

(a) Except as otherwise agreed to in writing by the Operator, the Storage Period commences after the expiration of Free Time.

(b) Except as otherwise agreed to in writing by the Operator, Free Time is 48 hours.

(c) The Operator may, on such terms as it may be prepared to accept, agree to extend a Storage Period for part or all of any shipment of Cargo.

(d) Cargo must be removed from the Terminal immediately upon the expiration of a Storage Period but may be removed only if all charges then owed by the User are paid in full.

(e) The Operator may impose Storage Charges, which are Charges that must be paid by the Customer.

(f) The Operator may require Storage Charges to be paid in advance and may issue invoices for Storage Charge monthly or more frequently, which must be paid by the User.

(g) Additional Demurrage Charges begin to accrue immediately upon the expiration of a Storage Period and are charges that must be paid by the User.

Container and Non-Containerized Cargo Storage and Demurrage Charges	**Unit**	**Rate**
Container Storage Charge	Per TEU, Per Calendar Day or Part Thereof	$174.60
Container Demurrage Charge	Per TEU, Per Calendar Day or Part Thereof	$375.05
Non-containerized Cargo Storage Charge	Per M.T. , Per Calendar Day or Part Thereof	Outside - $2.90 Inside - $3.48
Non-containerized Cargo Demurrage Charge	Per M.T. , Per Calendar Day or Part Thereof	Outside - $4.64 Inside - $5.80

9.3 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. Unless otherwise agreed in writing, Cargo is received and stored outside.

9.4 REDELIVERY AND TRANSHIPMENT 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.

9.5 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 or an agreed Storage Period. 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, pile, re-pile, remove, store, relocate, warehouse at a public or private facility, or dispose of any Cargo that is left on Terminal for more than seven (7) days after the expiration of any Free Time or an agreed Storage Period, 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 9.5.

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.

9.6 GOODS REQUIRING REFRIGERATION

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

(a) arrange for the Cargo Owner 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.

9.7 DOCUMENTATION

The cost of supplying clerks, labour, material and equipment for the checking and sorting of Cargo that has not been delivered by the Customer according to Bills of Lading or Waybills at the time they were unloaded from the Vessel may be charged to the Customer or the Cargo Owner at the Operator's discretion.

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, 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.

9.8 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.

9.9 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 4.36.

The Customer or Cargo Owner, as applicable, 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.

9.10 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.

9.11 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.

9.12 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.

9.13 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.

9.14 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.

9.15 INLAND CARRIER ACCESS TO TERMINAL

Expect 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.

9.16 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.

9.17 DELIVERY AND TRANSHIPMENT 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.

9.18 SURVEYING

For an additional surveying fee, 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 and labour, if required, will be made available at the earliest convenience for use by the surveyor at a cost to be agreed.

	Unit	**Rate**
Surveying Fee	Per Survey	$368.69
Breakbulk Surveying Fee	Per Survey	$877.36

9.19 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/DCOILWTICO. The rate will be set on a monthly basis based on the previous month' 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/.

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

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