

TERMINAL SERVICES TARIFF
FOR
DP WORLD PRINCE RUPERT INC.

EFFECTIVE APRIL 1, 2021



“ NOTICE ”

Take notice that the terms and conditions of this Tariff contain provisions limiting and/or excluding liability on the part of DP World Prince Rupert Inc. and the Prince Rupert Port Authority. (See Definitions, Terms and Conditions and, in particular, Limitation and Exclusion of Liability).

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COMPANY INFORMATION

Hours of Operations:	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:	(250) 624-2124
	Fax:	(250) 624-2323
Address:	P.O. Box 98 3100 Scott Road Prince Rupert, BC V8J 3P4 Canada	
Website:	www.dpworld.ca	

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 DPWPR with the approval of the Authority. It incorporates certain provisions of the Authority Port Tariff 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, 2021 (the "**Effective Date**"), or such other date specified in the notice.

Scope of Tariff

This Tariff and all rates, charges, terms, conditions, rules, regulations and definitions contained herein shall apply to the container and related marine operations at the Terminal ("**Terminal Services**") 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 Authority and operated by DPWPR.

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

Notice to Public

This Tariff is 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 and the Authority Port Tariff, the Authority Port Tariff shall apply but only to the extent of such conflict.

The Authority provides berthage at the Terminal, subject to all of the terms and conditions of the Authority Port Tariff. The use of any of the Terminal Services, the Terminal, docks, wharves, and facilities operated by DPWPR shall be deemed complete acceptance of this Tariff and the Authority Port Tariff 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.

DPWPR 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 terms and conditions of this Tariff contain provisions limiting, and/or excluding liability on the part of DPWPR, the Authority their respective affiliates and others.

Charges

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

All charges herein, when not paid or absorbed by the Vessel Owner, are for the account of the owner, shipper or consignee of the Cargo, 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:

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

Authority – means the Prince Rupert Port Authority and includes the officers, employees, servants and agents of the Prince Rupert Port Authority.

Authority Port Tariff – means the Port Tariff in the Authority's standard public Port Tariff, as amended, revoked, replaced or otherwise altered from time to time.

Authority Property – those facilities which are owned, administered or operated by the Authority and to which both this Tariff and the Authority Port Tariff applies.

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

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

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

Cargo – means all Non-Containerized Cargo and Containerized Cargo.

Cargo Owner – includes the actual owner, agent, sender, shipper, consignee, receiver, or bailee of the Cargo, and the carrier of such Cargo to, upon, over or from the Authority Property, but does not include DPWPR

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.

Containerized Cargo - means all Non-Containerized Cargo that is in a Container, the Container in which such goods are stowed and all empty Containers.

Container – means a container without wheels or chassis that is rigid, reusable, capable of being mounted or dismounted using a crane with a container spreader, and that is used by Vessel Owners for transportation on board Vessels, that conforms to ISO dimensional standards and includes a container that is suitable for stacking and transporting dry, liquid gas or refrigerated Cargo, or a container that is described as flat rack, vehicle rack, liquid tank or open top.

Container Crane – means a crane used in loading or discharging Containerized Cargo from a Vessel at the Terminal.

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.

DPWPR – means DP World Prince Rupert Inc., a corporation provincially registered in British Columbia (Reg. no. BC1046188) having an office at 3100 Scott Road, Prince Rupert, British Columbia V8J 3P4, Canada, and includes all directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the company's behalf.

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.

Hazardous Cargo - means any Cargo, goods, substance or material that is listed, defined or otherwise designated as (a) "hazardous", "noxious" or "dangerous" under any applicable laws or international convention or standard including, without limitation, the International Maritime Dangerous Goods Code or the Hazardous and Noxious Substances Convention as defined in the Marine Liability Act (b) any chemical; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or

chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any applicable laws.

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.

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

Non-Containerized Cargo – means all goods, personal property, effects, movables, bulk cargo, Breakbulk Cargo, unitized cargo, loose cargo, not presented at the Terminal in a Container.

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 performed in premium pay periods as defined in a Collective Agreement.

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

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

Terminal – means the Fairview container terminal facility located at the Port of Prince Rupert where DPWPR performs terminal operations.

Terminal Services - has the meaning set forth in Section 1 (Preference and Basic Terms) of this 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.

User – includes any person, legal personal representative, corporation, body corporate, firm, partnership or business, whether incorporated or not, using or requesting any of the services described in this Tariff and any Cargo Owner presenting or delivering Cargo either personally or through an agent to DPWPR for the provision of any of the services described in this Tariff.

Vessel – means any motor vessel, steamship, scow, barge or other watercraft that is presented for berthing at the Terminal. Reference to the Vessel includes, without exception, its owner, charterer, agent, operator and employees.

Vessel Owner - includes (a) the actual or registered owner, agent, operator, charterer by demise and master of the Vessel; and (b) the agents, employees, operators or charterers of the individuals set forth in sub-clause (a) of this definition.

Verified Gross Mass (VGM) – as defined by the International Maritime Organization (IMO) Regulation 2 of Chapter VI of the International Convention for the Safety of Life at Sea (SOLAS)

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

Waybill - means the waybill issued by the Vessel Owner 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	equals 2.2046 pounds
Litre("L"): one	equals 0.2200 Imperial Gallons or 0.2646 U.S. Gallons
Metres ("m"): one	equals 3.2808 feet
Cubic meter	equals 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)

2. PORT AUTHORITY CHARGES

DPWPR is responsible for collecting all berthage fees and wharfage fees on behalf of the 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 Authority Port Tariff. Users should confirm all berthage fees and wharfage fees with the Authority. The Authority Port Tariff can be found at the Authority website: <http://www.rupertport.com>.

2.1 Berthage Fees

The Authority charges a berthage fee based on physical size (LOA) of Vessel when it utilizes a berth owned by the Authority, as well as the Vessel's length of stay at a berth, from the time when the first line is made fast and terminating 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 Authority Port Tariff, berthage fees are not payable in respect of the following Vessels:

- (a) a Vessel that is not of a commercial type or design and belongs to her Majesty in right of Canada or to a foreign government and is not engaged in commercial activity;
- (b) a tug that is docking or undocking another Vessel;
- (c) a Vessel that is loading or unloading Cargo to or from any VesselWATER that is paying berthage to the Authority, if that vessel is moored at Authority Property with the permission of the Authority;

	Unit	Rate
Vessels:		
<i>Per hour, or portion thereof, during Working Periods</i>	HR/m	\$1.138
<i>Per hour, or portion thereof, during Non-Working Periods</i>	HR/m	\$0.285
<i>Minimum charge for such Vessels</i>	Hours	4 Hours

2.2 Wharfage Fees

Wharfage is a fee assessed by the Authority for handling Cargo at Authority Property. Wharfage fees imposed in respect of any Goods are calculated based on the weight of the Goods in Tonnes, or, in the case of Goods carried in Containers, based on TEUs.

All fees shall be calculated on the weight or Measurement of the Goods, whichever yields the greater revenue, but in no case shall a charge calculated on the basis of Measurement exceed four and one-half times the amount that would result if the charge were calculated on the basis of weight.

Wharfage fees shall not be imposed more than once in respect of any Goods reshipped from the Harbour except Goods that:

- (a) are removed from and later reshipped over Authority Property; or
- (b) are reshipped over Authority Property after alteration in form or composition on Authority Property.

Subject to the provisions of the Authority Port Tariff, 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 Authority Property, provided, that the 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 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 are payable by the Owner of the Goods except in the case of Goods carried in Containers in which case Wharfage Fees are payable by the owner of the Container.

Wharfage charge for Containerized Cargo	Unit	Rate
Import laden Containerized Cargo	20'	\$52.56
Import laden Containerized Cargo	40'	\$77.38
Import laden Containerized Cargo	>44'	\$86.36
Export laden Containerized Cargo	20'	\$37.23
Export laden Containerized Cargo	40'	\$54.69
Export laden Containerized Cargo	>44'	\$61.57
Wharfage charge for Cargo	Unit	Rate
<i>All Cargoes – N.O.S.</i>	MFBM	See Authority Port Tariff
	W.T.	See Authority Port Tariff

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	2,040.00	2,529.00	3,087.00	2,567.00	3,170.00	3,923.00
- Letting Go	1,362.00	1,688.00	2,060.00	1,713.00	2,115.00	2,617.00

A = Monday – Friday 0800 – 1630 Hrs.

- B = Monday – Friday 1630 – 0100 Hrs.
- C = Monday – Friday 0100 – 0800 Hrs.
- D = Saturday – 0800 – 1630 Hrs.
- E = Saturday – 0100 – 0800 Hrs, 1630 – 0100 Hrs, Sunday all Shifts.
- F = Statutory Holidays – All Shifts

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	\$87.86

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

DPWPR will assess charges in accordance with the below chart for connecting and disconnecting 100 foot 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
<i>Water Charge</i>	per m3	\$1.26
<i>Service charge</i>	per service	\$72.55

3.5 Service & Facility Charge

In addition to the berthage fees set forth in Section 2.1 (Berthage Fees), DPWPR 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 DPWPR (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 DPWPR, the User and Vessel Owner:

- (a) at the request of DPWPR, it shall provide to DPWPR a refundable deposit in an amount determined by DPWPR as security for any claim that may arise;
- (b) are liable on a joint and several basis to DPWPR for any costs, expenses, damages or losses caused or occasioned as a result of the use by the Vessel and/or its crew of the Terminal; and
- (c) hereby agree to release DPWPR from any claims whatsoever arising from or related to the use by the Vessel of the Terminal and to hold harmless and indemnify DPWPR against any loss, damage or expense, including but not limited to, physical damage to the property of DPWPR, claims by third parties for physical damage and/or personal injury and/or consequential loss howsoever caused or occasioned as a result of the use by the Vessel and/or its crew of the Terminal.

	Unit	Rate
Service & Facility Charge	Service & facility charge per-day or part thereof	\$1,775.05

3.6 Refundable Cleanup Deposit

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

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

3.7 Security Charges

The security charges are paid by Users when they request DPWPR to provide certain security services.

	Unit	Rate
<i>Security charges</i>	N/A	By arrangement

3.8 Services Not Otherwise Specified

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

	Unit	Rate
<i>Services not otherwise specified</i>	N/A	By arrangement

3.9 Ground Space

DPWPR 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	\$1,878.05 minimum
Additional ground space	Charged per day on 50m increments	\$939.63

3.10 Shore Power

	Rate
Ship shore power connection	Price on Request

4 CONTAINER OPERATIONS

4.1 Terminal throughput

Containerized Cargo throughput is counted as the movement of a Containerized Cargo from the Vessel to an Inland Carrier or from an Inland Carrier to the Vessel. It includes the movement of the Containerized Cargo between Vessel and place of rest in the Container Yard, ordinary sorting in the yard, and the movement of the Containerized Cargo to / from Inland Carrier (including loading / unloading).

An out of gage surcharge ("**OOG Surcharge**") is applicable per Containerized Cargo (in addition to the throughput charge) for over dimensional Containerized Cargo (using standard spreader or over height spreader) for Containerized Cargo up to six (6) feet above the top of the Container, up to two (2) feet wide and under fifty three (53) in length. 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.

Loaded and empty Containerized Cargo throughput that is placed on or off a truck or rail car	Unit	Rate
<i>Truck</i>	Per Container	\$475.75
<i>Rail</i>	Per Container	\$570.41
<i>OOG Surcharge</i>	Per Container	\$250.90

4.2 Yard Rehandle

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

Containerized Cargo shall be received and spotted in the Container Yard in accordance with instructions from either the Vessel Owner 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
<i>Yard Rehandle</i>	Per Container	\$119.16

4.3 Gate Charge

The gate charge covers the receipt / delivery of Containerized Cargo at the gate and the unloading / loading of the Containerized Cargo from / to an Inland Carrier. 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
<i>Truck</i>	Per Container	\$93.51
<i>Rail Car</i>	Per Container	\$188.19

4.3.1 Gate Surcharge for Non-Orientated Trucks

	Unit	Rate
<i>Charge for escorting trucks that have not been through the site orientation process</i>	Per Truck	One hour Foreman charge as per rates on section 6

4.3.2 Gate Paper Charge

	Unit	Rate
Charge for entering gate passes on behalf of trucking companies	Per Gate Pass	\$28.05

4.4 After Hours Gate Charge

An afterhours gate charge is charged for any Containerized Cargo received or delivered outside of normal gate operating hours.

	Unit	Rate
<i>After hours gate charge</i>	Per Container	\$365.17

4.5 Import, Export, Empties Speed Gate

We can provide a dedicated lane to service a block of containers; minimum 40 containers, maximum 60 containers. Any containers designated for the speed gate which are not picked up will be charged a terminal rehandle.

	Unit	Rate
<i>Import and Full Export Speed Gate</i>	Per Container	\$47.36
<i>No show fee for full exports or empties below the minimum of 40 containers</i>	Per Container	\$47.36

4.6 Reprinting Out Gate Interchange

A reprint fee will be assessed for each reprinting of an out gate interchange.

	Unit	Rate
<i>Reprinting out gate Interchange</i>	Per Reprint	\$43.81

4.7 Seal Number Update Fee

Fee for updating the seal number of export containers at the Terminal Gate

	Unit	Rate
<i>Seal Number Update</i>	Per Seal	\$43.81

4.8 On-Hire Fee

Fee for updating container numbers in N4 system

	Unit	Rate
<i>Fee</i>	Per Container	\$43.81

4.9 Overweight Surcharge

DPWPR 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 DPCW and the amount set forth below shall be assessed. The overweight surcharge is applicable for the special handling required, and DPWPR will charge additional fees to remove excess Cargo and the party or parties causing such unauthorized use shall be held liable 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
<i>Overweight surcharge</i>	Per Container	\$375.14

4.10 Specialized Cargo Gear

DPWPR 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, DPWPR reserves the right to reject such Cargo gear and shall, if possible, supply suitable Cargo gear at the User's cost.

<i>Specialized Cargo Gear Surcharge</i>	Per Item	M/E
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4.11 Vessel Containerized Cargo Reposition

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

	Unit	Rate
<i>Moving Containerized Cargo from cell to cell onboard Vessel</i>	Per Container	\$188.19
<i>Moving Containerized Cargo via quay from cell to dock and then to cell</i>	Per Container	\$376.38

4.12 Refrigerated (Reefer) Container Services

4.12.1 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 once per day and provision of electrical power during Free Time. Charge excludes the Reefer Gate Processing Charge (4.12.2 below) and the Shift Differentials Charges (4.12.6) during Premium Shifts even if occurring during Free Time.

	Unit	Rate
<i>Reefer Service Charge</i>	Per Container	\$496.17

4.12.2 Reefer Gate Processing

Charge for checking and processing reefer unit information at the Terminal Gate.

	Unit	Rate
<i>Reefer Gate Processing Charge</i>	Per Container	\$109.35

4.12.3 Plugging and Unplugging Reefer Containers

An additional charge will be assessed for the service of plugging or unplugging the power cable of a reefer unit on a Container into or from the electrical service outlets provided, and switching the power supply on/off if requested or performed outside of Free Time or if requested and performed more than once during Free Time.

	Unit	Rate
<i>Plugging or unplugging Reefer Containers</i>	Each time performed	\$47.95

4.12.4 Monitoring Reefer Containers

A fee will be charged for checking proper temperature levels and the operation of the reefer unit on a Container at the request of the User when such reefer unit is plugged into DPWPR's electrical facilities. DPWPR may perform repairs on a reefer unit at the request of the User and at additional cost.

	Unit	Rate
<i>Monitoring Reefer Containers</i>	Calendar day or part	\$42.08

4.12.5 Electric Power for Reefer Containers

A fee will be charged for DPWPR providing service outlets and electrical power for a reefer unit on a Container. The use of service outlets and electricity shall be charged for each calendar day or fraction thereof. DPWPR will exercise reasonable care to provide adequate and continuous electrical power for a reefer unit on a Container but does not warrant or guarantee that such power will always be provided. DPWPR is not responsible for, and has no liability for any loss or damage to Cargo, in the event of any electrical power failure no matter what the cause even if caused by an act, omission or negligence on the part of DPWPR,

	Unit	Rate
<i>Electric Power for Reefer Containers</i>	Calendar day or part	\$33.66

4.12.6 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	01:00 – 08:00 hours	Per Container \$23.69
•	Monday – Friday	16:30 – 01:00 hours	Per Container \$10.54
•	Saturday	01:00 – 08:00 hours	Per Container \$25.74
•	Saturday	08:00 – 16:30 hours	Per Container \$11.27
•	Saturday	16:30 – 01:00 hours	Per Container \$25.74
•	Sunday	All Shifts	Per Container \$25.74
•	Public Holidays	All Shifts	Per Container \$46.74

4.12.7 Reefer Rail Supplement

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

	Unit	Rate
<i>Reefer Rail Supplement</i>	Per Container	\$100.93

4.12.8 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. This fee is consistent with the Transport Canada requirements that were introduced in 2007.

	Unit	Rate
<i>Unloading</i>	Per move	\$93.51
<i>Loading</i>	Per move	\$188.19

4.12.9 Early Reefer Reveal (ERR)

DPWPR is able to receive export reefer Containers outside of the normal export receiving window subject to the following charge:

	Unit	Rate
<i>Early Reefer Reveal</i>	Per Container	\$185.03

Additional Monitoring, Electric Power supply and Container Demurrage charges apply until the start of normal receiving window for the outbound vessel, at which point the charges will be covered by the Reefer Service Charge to the shipping line.

4.13 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
<i>Rail Sorts Surcharge</i>	Per Container	\$29.61

4.14 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
<i>Heavy Rail Container Surcharge</i>	Per Container	\$177.55

4.15 Rail Security Sort

Fee for loading containers in the bottom position of 40' railcar wells for Joliet and Chicago subject to a maximum of 20 containers per vessel on a first come first serve basis.

	Unit	Rate
Rail Security Sort Fee	Per Container	\$102.17

4.16 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	\$ 177.55

4.17 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
<i>EDI or Waybill Errors</i>	Per Container	\$295.87

4.18 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 re-handles, if more re-handles are required they will be quoted on a case by case basis.

	Unit	Rate
<i>Equipment change of status charge</i>	Per Container	\$250.90

4.19 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
<i>Sweep or vacuum of Containerized Cargo</i>	20 ft. Container	By arrangement
	40 ft. Container	By arrangement

4.20 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
<i>Applying or removing placard or Seal</i>	Per Container	\$82.56

4.21 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
<i>Supplying placard</i>	For set of 4	\$60.50

4.22 CBSA Charges

DPWPR will assess a CBSA charge against Containerized Cargo that is inspected by CBSA as follows; If the Containerized Cargo has been Inspected is a Refrigerated Containerized Cargo a charge as per 4.12 will also apply.

Unit		Rate
<i>CBSA Charge</i>	CBSA dockside exam	\$228.48
<i>CBSA Charge</i>	CBSA off dock exam	\$322.89
<i>CBSA Charge</i>	CBSA Random Inspection from vessel or rail	\$55.62
<i>CBSA Charge</i>	CBSA Paper holds	\$125.47
<i>CBSA Charge</i>	CBSA radiation portal exam	\$466.77
<i>CBSA Charge</i>	Large Scale Imaging (LSI) technology	\$532.55

4.23 Surveying

For an additional surveying fee, Containerized Cargo may be made available in a safe location for inspection by surveyor(s). Surveyor(s) will be escorted to the location by an agent or employee of DPWPR or the Authority. Machinery, if required, will be made available at the earliest convenience for use by the surveyor.

	Unit	Rate
<i>Surveying Fee</i>	Per Survey	\$137.30

4.24 Empty Container Storage

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

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

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

In the event of non-payment for the storage or evacuation of empty Containers, or in the event of insolvency of a Vessel Owner or User that provided empty Containers to the Terminal, DPWPR shall have a general lien over the empty Containers in accordance with the provisions of Section 11.7, 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
<i>Empty Container storage fee</i>	TEU per day	\$125.47
4.25 <u>Empties Management System (EMS)</u>		
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
<i>Round-Trip Trucking cost to off-site depot</i>	Per Container	\$272.74
<i>Gate Charge and Re-handles as applicable</i>	Per Container	as per contract between DPW and the shipping line, or public tariff as applicable
<i>Empty Storage</i>	Per TEU per Day or Fraction	as per empty storage rates in the contract between DPW and the shipping line

The following steps will apply to evacuate empties:

Step 1 - Vessel Owner or 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 Vessel Owner or User has containers. If after 1 (one) business day no confirmation has been received from the Vessel Owner or User, the terminal may, at DPWPR's sole discretion, proceed to step 2.

Step 2 – DPWPR will, at the Vessel Owner or User expense, evacuate the empties by truck to off-site empty depots. Those Vessel Owners or Users that have agreements in place with specific empty depots are advised to inform DP World customer service team so those depots can be prioritized.

4.26 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.

The earliest receiving date applicable for an Export rail Containerized Cargo is five (5) 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.

The Free Time on all Exports shall be five (5) calendar days prior to the date of the applicable Vessel's actual arrival.

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, <u>provided</u> , 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
<i>First five (5) calendar days following Free Time (including day of receipt)</i>	TEU per day	\$125.47
<i>Everyday thereafter</i>	TEU per day	\$275.74

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

<i>First seven (7) calendar days following Free Time (including days of receipt)</i>	TEU per day	\$43.81
<i>Everyday thereafter</i>	TEU per day	\$113.63

Demurrage on Export Reefer Containers, is charged as follows:

<i>First seven (7) calendar days following Free Time (including days of receipt)</i>	TEU per day	\$56.83
<i>Everyday thereafter</i>	TEU per day	\$113.63

Except as otherwise provided in this section, demurrage shall be for the account of the cargo. Demurrage is due and payable on a joint and several basis by the User, Cargo Owner and the Vessel Owner that carried the Containerized Cargo in the case of an Import shipment, or the Vessel Owner that was scheduled to carry the Containerized Cargo in the case of an export shipment.

After thirty (30) calendar days, the User, Cargo Owner or Vessel Owner, as applicable, must have the written authorization of DPWPR to keep the Containerized Cargo on the Terminal. And beginning on the thirty first (31st) day such Containerized Cargo, at DPWPR's sole option, shall be (a) returned to the User, Cargo Owner or Vessel Owner, as applicable; (b) subject to all applicable Demurrage; (c) considered Abandoned Cargo and assessed a penalty in accordance with Section 4.35 (Abandoned Cargo and Containers); and/or (d) subject to a lien and the power of sale in accordance with Section 11.7 (Lien and Power of Sale).

4.27 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 Authority and DPWPR, (b) subject to making prior special written arrangements with DPWPR, (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 set out in Sections 10.2 (d) and 11.8. DPWPR, 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 DPWPR in writing and in advance by the User, Cargo Owner or the Vessel Owner.

	Unit	Rate
<i>Extra services required in handling Hazardous Cargo</i>	N/A	M/E
<i>Surcharge for handling Hazardous Cargo</i>	Per Container	\$289.11

4.28 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 4.14 and 4.15).

Unit	Rate
Per Container	\$289.11

4.29 Security Surcharge

DPWPR 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 a empty Container except when the container is carried as chargeable freight

	Unit	Rate
<i>Container security surcharge</i>	Laden TEU	\$2.70

4.30 Fuel Surcharge

DPWPR will assess a fuel surcharge against Containerized Cargo, provided, that the fuel surcharge will only apply once the crude oil price as per the WTI exceeds \$100 per barrel. The rate will be set on a quarterly basis based on the previous quarters' average crude price per the WTI.

	Unit	Rate
<i>Fuel surcharge for when crude price is between \$100.00 - \$115.00</i>	Full Container	\$2.90
	M.T. Container	\$1.70
<i>Fuel surcharge for when crude price is between \$115.01- \$130.00</i>	Full Container	\$4.10
	M.T. Container	\$2.50
<i>Fuel surcharge for when crude price is between \$130.01- \$145.00</i>	Full Container	\$5.40
	M.T. Container	\$3.20
<i>Fuel surcharge for when crude price is between \$145.01 - \$160</i>	Full Container	\$6.60
	M.T. Container	\$4.00

4.31 Verified Gross Mass (VGM) Service

The service of weighing Containerized Cargo on a certified scale and provision of a VGM weight. Service includes placing the Containerized Cargo on the scale, issuing a scale ticket after each weighing and placing the cargo into the appropriate section, ready to load to the vessel.

Container scales used in this service are calibrated and serviced by technicians approved by Measurement Canada. VGM information for export containers will be updated in Express prior to vessel loading and VGM certificate will be issue to the shipper for recording purposes.

The terminal may have limitations for this service and reserves the right to set up appointments based on volume, ERD, cut offs and other operation requirements

	Unit	Rate
<i>Verified Gross Mass (VGM) Service</i>	Per scale ticket	\$282.42

4.32 VGM Information Received After Vessel Cut-Off

	Unit	Rate
<i>Charge for VGM Information Received After Vessel Cut-Off</i>		
<i>Fee</i>	Per Container	\$87.29

4.33 Minor Damage

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

<i>Minor damage</i>	Per Incidence	\$188.19
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4.34 Security Breaches

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

	Unit	Rate
<i>Security breach</i>	Per Incidence (First Offence)	\$626.03
	Per Incidence (Second Offence)	\$1,878.05

4.35 Abandoned Cargo and Containers

Notwithstanding DPWPR's other rights and obligations under this Tariff, DPWPR, at its sole discretion, may assess a charge against any User or Vessel Owner that leaves Abandoned Cargo at the Terminal. Any charge so assessed is without prejudice and in addition to DPWPR's other rights or remedies under this Tariff, including, without limitation, the rights set out in Section 11.3 (Compulsory Removal of Cargo) and Section 11.7 (Lien and Power of Sale).

	Unit	Rate
<i>Abandoned Cargo</i>	Per Container or unit of Cargo, as applicable	\$6,262.50

4.36 Container Off Hires

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

<i>Container Off Hire</i>	Unit Per Off Hire	Rate \$187.00
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4.37 Backward Facing Containers

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

<i>Backward facing Containers</i>	Unit Per Container	Rate \$93.51
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4.38 Expedited Rail Service

An Expedited Rail Service (ERS) is available for Montreal, Toronto, Chicago and Memphis. This service ensures that containers will be moved to rail on the first train for ERS destinations that starts loading on the first full shift after vessel discharge. Minimum pre-advise of 24 hours before vessel arrival is required.

<i>Expedited Rail Service</i>	Unit Per Container	Rate \$331.46
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4.39 Local Rush

Fee for delivering containers while the vessel is still working, provided it is a gate working day.

<i>Local Rush</i>	Unit Per Container	Rate \$414.21
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4.40 Digital Photographs

<i>Digital Photographs</i>	Unit Per Container	Rate \$41.43
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4.41 COVID-19 Cost Recovery Fee (Effective January 1, 2021 on a temporary basis)

COVID-19 cost recovery fee is applicable to Cargo and empty Containers handled at the Terminal. This fee is intended to offset costs of additional safety measures at the Terminal including but not limited to additional personal protective equipment and increased cleaning protocols for buildings, common areas and equipment. Please note that this fee is temporary while restrictions imposed by applicable regulatory authorities remain in place and the fee will be reassessed once the COVID-19 pandemic is deemed concluded by applicable regulatory authorities. The COVID-19 cost recovery fee is payable on a joint and several basis by:

- (a) The User requesting the Terminal Services for the Cargo or empty Container;
- (b) The Vessel Owner responsible for carrying the Cargo or empty Container from or to the Terminal;
- (c) The Cargo Owner or the owner of the empty Container; and
- (d) The entity that issued a Bill of Lading or Waybill in respect of the Cargo or empty Container.

<i>COVID Cost Recovery Fee</i>	Unit Per TEU	Rate \$3.95
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5. NON-CONTAINERIZED CARGO

5.1 Unitized Cargo

Unitized Cargo rates set forth below shall apply to Non-Containerized Cargo that fulfills the following conditions:

- (a) The Non-Containerized Cargo must be in small packages or units which are wrapped and/or strapped together on a pallet.
- (b) The pallet must be a device on the deck of which a quantity of Non-Containerized Cargo can be assembled to or from a unit load for the purpose of transporting it, or of handling or stacking it with the assistance of mechanical equipment. The overall height and dimension of the pallet should be reduced to the minimum compatible with handling by forklift trucks and pallet trucks.

- (c) The unitized Non-Containerized Cargo unit must not be more than 2,500 kilograms in weight or four cubic meters in measurement and the longest side of the unitized Non-Containerized Cargo must not be more than two meters.
- (d) The unitized Non-Containerized Cargo must be discharged or loaded with the aid of forklift trucks on-board and on wharf.

5.2 Loose Non-Containerized Cargo

All Non-Containerized Cargo that does not meet the conditions set forth in Section 5.1 (Unitized Non-Containerized Cargo) shall be charged the loose Non- Containerized Cargo rates set forth below.

	Unit	Rate for stuffing into Container or destuffing from Container	Rate for handling of Cargo on Terminal
<i>Unitized Non-Containerized Cargo</i>	W.T.	\$48.44	\$48.44
<i>Unitized Non-Containerized Cargo</i>	M.T.	\$42.67	\$42.76
<i>Loose Non-Containerized Cargo</i>	W.T.	\$61.11	\$61.11
<i>Loose Non-Containerized Cargo</i>	M.T.	\$54.20	\$54.20

	Unit	Rate for loading from a Vessel onto a truck or rail	Rate for unloading from truck or rail onto a Vessel
<i>Unitized Non-Containerized Cargo</i>	W.T.	\$61.11	\$42.67
<i>Unitized Non-Containerized Cargo</i>	M.T.	\$48.44	\$36.92
<i>Loose Non-Containerized Cargo</i>	W.T.	\$79.56	\$42.67
<i>Loose Non-Containerized Cargo</i>	M.T.	\$68.03	\$36.92

5.3 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.

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

The direct transfer rates do not include any wharf checking service, but do 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 DPWPR.

5.3.1 Responsibility, Liability and Indemnity for Direct Transfers

Where there is a direct transfer of Non-Containerized Cargo, DPWPR 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) DPWPR 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 DPWPR; and
- (b) the User requesting the direct transfer shall indemnify and hold harmless DPWPR against any costs, expenses, damages or losses including, but not limited to, physical damage to the property of DPWPR, 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 DPWPR.

Direct transfer rates between a Vessel and a truck or rail	Unit	Rate
<i>Non-Containerized Cargo unloaded from a Vessel</i>	Higher of W.T. or M.T.	\$31.16
<i>Non-Containerized Cargo loaded onto a Vessel</i>	Higher of W.T. or M.T.	\$31.16

Direct transfer rates between one Vessel and another Vessel	Unit	Rate
<i>Cargo unloaded from a Vessel to another Vessel</i>	Higher of W.T. or M.T.	\$31.16
<i>Cargo loaded onto a Vessel from another Vessel</i>	Higher of W.T. or M.T.	\$31.16

5.4 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 five (5) working days prior to the scheduled loading for Export shipments and five (5) working days 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 Vessel Owner that carried the Non-Containerized Cargo in the case of an Import shipment, or the Vessel Owner that was scheduled to carry the Non-Containerized Cargo in the case of an Export shipment.

	Unit	Rate
<i>Cargo</i>	Higher of W.T. or M.T.	\$18.36

5.5 Non-Containerized Cargo Services

5.5.1 *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.

5.5.2 *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.

5.5.3 *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.

5.5.4 *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.

5.5.5 *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.

6. LABOUR AND EQUIPMENT CHARGES

6.1 Straight Time and Shift Differentials

Straight Time

Shift Differentials

	<u>A</u> \$	<u>B</u> \$	<u>C</u> \$	<u>D</u> \$	<u>E</u> \$	<u>F</u> \$	<u>G</u> \$
Head Foreman	137.21	157.79	28.67	30.81	61.19	65.84	108.02
Foreman	134.53	154.71	27.40	29.56	58.65	63.30	105.48
Longshoreman #1	88.98	102.33	20.40	21.98	43.64	47.09	78.49
Longshoreman #2	86.43	99.39	20.40	21.98	43.64	47.09	78.49
Longshoreman #3	85.86	98.74	20.40	21.98	43.64	47.09	78.49
Longshoreman #4	85.59	98.43	20.40	21.98	43.64	47.09	78.49
Longshoreman - Basic	84.76	97.47	20.40	21.98	43.64	47.09	78.49

A = Delay Rates

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

C = Monday – Friday 1630 – 0100 Hrs.

D = Saturday 0800 – 1630 Hrs.

E = Monday – Friday 0100 – 0800 Hrs.

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

G = General Holidays All Shifts

#1 = Tradesman (certified).

#2 = Dock Gantry Driver, Locomotive Engineer, Head Checker, Straddle Carrier Operator, Bulk Operator, Hatch Tender, Container Freight Station (CFS) Operations, Re-Load Operations, 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).

#4 = Lift Truck Operator (14,000 lb. and under), Checker, Truck Driver (air brake certificate).

6.2 Shift Extensions and Meal Hour Penalty Differentials

A B C D E F G H I

	\$	\$	\$	\$	\$	\$	\$	\$	\$
Head Foreman	54.03	108.02	97.03	100.25	145.79	152.78	169.66	216.05	
Foreman	52.74	105.48	93.86	97.05	140.69	147.68	164.57	210.96	
Longshoreman	39.25	78.49	69.85	72.22	104.71	109.88	122.45	156.98	43.64

A = Monday – Friday 0800 – 1630 Hrs; 1 hr. shift extension and 1/2 hour meal penalty

B = Monday – Friday 0800 – 1630 Hrs; 3 hr. min. – 4 hr. max shift extension

C = Monday – Friday 1630 – 0100 Hrs; All shift extensions and 1/2 hr. meal penalty

D = Saturday 0800 – 1630 Hrs; 1 hr. shift extension and 1/2 hr. meal penalty

E = Monday – Friday 0100 – 0800 Hrs; All shift extensions and 1/2 hr. meal penalty

F = Saturday 1630 – 0800 Hrs; Sunday All shifts; All shifts extension and 1/2 hr meal penalty

G = Saturday 0800 – 1630 Hrs; 3 hr. min. – 4 hr max shift extension

H = General Holidays – All shifts; All shift extensions and 1/2 hr. meal penalty

I = Monday – Friday Dayshift; 0600 start to 0800

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

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

6.3 Equipment hire

	Unit	Rate
<i>Container Crane (use of one Container Crane)</i>	Hour (Minimum charge is four (4) hours)	\$1,446.86

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 of time for which the operators are entitled to Overtime pay, the difference between the Straight Time costs and the Overtime 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
<i>Lift Trucks (under 3,629 kg)</i>	Hour	\$81.69
<i>Lift Trucks (between 3,629 kg and 7,258 kg)</i>	Hour	\$157.41
<i>Lift Trucks (between 7,258 kg and 13, 688 kg)</i>	Hour	\$181.10
<i>Lift Trucks (over 13,688 kg)</i>	Hour	\$300.61
<i>Reach Stacker</i>	Hour	\$299.20
<i>Tractor</i>	Hour	\$89.05
<i>Trailer Container and Cargo</i>	Hour	\$31.98
<i>Spill Trailer</i>	Hour	\$60.38
<i>Cone Car</i>	Hour	\$86.26

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.

6.4 Man-hour Rates and Equipment Rental

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

- 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.

6.5 Minimum Number of Labour Hours

Where DPWPR 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.

6.6 Overtime

Where Terminal Services are performed by persons working Overtime the person requesting the services shall pay to DPWPR any amount equal to the difference between Straight Time costs and Overtime costs for all labour and supervision according to man-hour rates. DPWPR 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.

6.7 Foreman Turnaround

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

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 Double Shifting

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

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. **LIMITATION AND EXCLUSION OF LIABILITY**

7.1 Limitation and Exclusion of Liability

The following are general terms and conditions of this Tariff that apply to the provision of all Terminal Services referred to in this Tariff or the Authority Port Tariff, and of provision of facilities by the Authority. For the avoidance of doubt, unless there is a superseding written agreement with DPWPR, the terms and conditions of this Section 7 (Limitation and Exclusion of Liability) shall apply to all Users that are receiving Terminal Services and shall apply to all Users.

7.2 Injury to Persons (Including Death) – Limitation of Liability

DPWPR shall not be liable for the death of or personal injury to any persons, including but not limited to passengers and crew of a Vessel, occurring in or about the Terminal, unless such personal injury or death occurs directly and solely as a result of the proven negligence or willful misconduct of DPWPR and unless the person sustaining such personal injury or death is not a worker within the meaning of Section of the *Worker's Compensation Act*, R.S.B.C. 1996, c. 492 of British Columbia who sustained such personal injury or death in the course of his employment.

7.3 Basis of Liability

Other than in cases involving property damage, personal injury or death, the total liability of DPWPR to a User (if any) for the failure to properly perform any of the Terminal Services is limited to refunding the amount paid by the User for such services and is subject to the liability ceiling amount referred to in Section 7.13 (Liability Ceiling Amount).

7.4 Delay – Exclusion of Liability

DPWPR shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by delay in loading, unloading, receiving, delivering or handling of any Cargo arising from any cause whatsoever, including but not limited to negligence, error, act, omission or willful misconduct of DPWPR.

7.5 Mixed Cargo – Limitation of Liability

DPWPR will not acknowledge the receipt of or have any responsibility or liability whatsoever for any Cargo that is unloaded from a Vessel in such a manner that they are likely to be mixed with Cargo covered by more than one Bill of Lading or Waybill, unless an employee or agent of DPWPR is given sufficient time and opportunity to sort, count and inspect the Cargo, and DPWPR has been paid by the User to sort, count and inspect the Cargo.

The record of sort, count or damage compiled by DPWPR shall in the event of any claims being made against DPWPR for loss, damage or expense be deemed to be an accurate record of sort, count or damage of the Cargo upon receipt from the Vessel.

7.6 Damage – Exclusion of Liability

DPWPR shall not be liable for any loss or destruction of or damage to Cargo, Containers, chassis or any other property whatsoever unless in each and every case:

- a) the loss, destruction or damage occurred directly and solely as a result of the proven negligence or willful misconduct of an officer or employee of DPWPR while acting within the scope of his duties or employment; and
- b) within:
 - i) thirty days after the Cargo, Containers, chassis or property were removed or should have been removed from Terminal, notice of the loss, destruction or damage and the general nature thereof is given in writing to DPWPR; and,
 - ii) six months following the incident alleged to have caused the loss, destruction or damage, a detailed and final claim is given in writing to DPWPR; and
- c) legal proceedings to enforce a claim for such loss, destruction or damage are brought against DPWPR within one year following the incident alleged to have caused the loss, destruction or damage.

7.7 Damage – Amount of Liability Limited

DPWPR shall not be liable in any event for any loss or destruction of or damage to Cargo, Containers, chassis or any other property whatsoever in any amount exceeding:

- a) In the case of Cargo:
 - i) the landed cost of the Cargo, including invoiced cost as paid to the supplier, plus freight, insurance and any duty paid and not refundable, minus any salvage market value; or,
 - ii) five hundred dollars (\$500.00) per package or per customary freight unit, whichever is less, unless the nature and value of the Cargo is declared in writing to DPWPR at or before the time the Cargo is received on the Terminal, in which case the liability of DPWPR shall be limited to the landed cost of the Cargo described in clause a) i) above. For the purpose of clause a) ii) hereof, where Cargo is received or handled by DPWPR within a Container, trailer or boxcar, the Container, trailer or boxcar and not the number of articles therein shall for the purpose of clause a) ii) be deemed to be a package or customary freight unit.
- b) In the case of Containers, chassis or other property,
 - i) the replacement value of the Container, chassis or other property, minus any salvage market value; or,
 - ii) five hundred dollars (\$500) per package or unit,

whichever is less. For the purpose of clause b) ii) hereof, a Container and a chassis shall be for the purpose of clause b) ii) be deemed to be a package or unit.

7.8 Exclusion of Liability for Indirect or Consequential Damage or Loss

Notwithstanding any other provisions of this Tariff, DPWPR shall not be liable for any economic loss or loss of profit or bargain or for any indirect or consequential damages or loss whatsoever, whether or not caused by or arising from negligence or willful misconduct of DPWPR.

7.9 Vessels and Floating Assets at Vessel Owner's Risk

Every Vessel, float, derrick, pile driver or section of logs or part thereof that is moored or berthed at or adjacent to the Terminal or in the process of arriving or departing there from shall be at the sole risk of the Vessel Owner and/or User. DPWPR makes no representations or warranty as to the safety, fitness or suitability of any dock at the Terminal or the Terminal for any Vessel.

7.10 Exclusions, Exemptions and Limitations in Bills of Lading, Waybills and Passenger Tickets Applicable

DPWPR, its officers and employees shall in addition to the rights, immunities, exceptions, exemptions, restrictions and limitation of liability set out herein, be entitled to the same rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage as are set out in the Vessel Owner's favour in any Bill of Lading, Waybill or similar document relating to the Cargo in question and, in the case of a Vessel carrying passengers, any passenger tickets or contracts between the Vessel Owner and such passenger.

The Vessel Owner will include DPWPR or arrange to have it included as an express beneficiary, to the extent of the services to be performed hereunder, of all rights, immunities, exceptions, exemptions, restrictions and limitation of liability provisions of all contracts of carriage, as evidenced by its standard Bills of Lading, Waybills and / or passenger tickets, as issued by the Vessel Owner, and in the case of ad valorem Cargo, the Vessel Owner agrees to hold DPWPR harmless from and indemnify it against any resultant increase in liability.

In the event the Vessel Owner is not the carrier of the Cargo to be handled by DPWPR, the Vessel Owner expressly agrees that all rights, immunities, exceptions, exemptions, restrictions and liability limitations contained in the involved carrier's applicable Bill of Lading, Waybill or similar document relating to the Cargo shall enure to the benefit of DPWPR. The Vessel Owner agrees that in no event shall DPWPR have any liability in excess of that of the carrier respecting loss or damage of Cargo and agrees to indemnify and hold harmless the Authority, DPWPR, and any of their agents, servants or employees (and any other person, firm or corporation engaged by the Authority and DPWPR to furnish labour, materials or equipment relating to the receipt or handling of Cargo or Vessels at the Terminal) from and against all losses, claims, demands and suits for damages (including court expenses and counsel fees), for death or personal injury or property damage that may be imposed upon the Authority and DPWPR or any of its agents, servants, employees or contractors by any Vessel Owner carrier, User or a Cargo Owner (or their agents or employees) as a consequence of Terminal Services.

7.11 No Right of Deduction or Set-Off

Notwithstanding any liability or alleged liability of DPWPR or the Authority under this Tariff or otherwise, Users and any other persons responsible for charges under this Tariff, shall not be entitled by reason of any such liability or alleged liability to any deduction from, reduction of, set-off against or waiver of any charges payable under this Tariff or under the Authority Port Tariff, all of which shall be paid in full as and when due.

7.12 Exclusions, Exemptions and Limitations are Cumulative

The exclusions, exemptions and limitations of liability set forth herein either expressly or by reference are cumulative and are in addition to and not in substitution for or in limitation of any other clauses excluding, exempting or limiting liability as set forth in this Tariff or any other exclusions, exemptions or limitations of liability upon which DPWPR may rely at law or in equity.

7.13 Liability Ceiling Amount

The maximum aggregate liability, if any, of DPWPR arising out of a single incident or series of incidents arising from a common cause shall not exceed the amount of \$750,000. In the case of loss or damage to a Vessel and / or her equipment, the maximum liability of DPWPR is \$500,000 and in the case of loss or damage to Cargo, the maximum liability of DPWPR is \$250,000.

7.14 Authority

In addition to and not in substitution for or in limitation of the exceptions, exemptions, immunities and limitation of liability provisions set out in the Authority Port Tariff, the Authority and its employees shall be also entitled to the same exceptions, exemptions, restrictions and limitation of liability provisions set out in this Tariff as are applicable to DPWPR.

7.15 Weather Damage

The Authority and DPWPR shall not be responsible for damage to Cargo, chassis or any other property whatsoever caused by the weather while in outside storage or in transit or on Terminal.

7.16 Container Crane

7.16.1 DPWPR makes no representations or warranties whatsoever as to the condition or fitness of a Container Crane or the competence of a Container Crane operators or any personnel whomsoever involved directly or indirectly in the preparation, position, movement, use, operation or shut-down of any Container Crane.

7.16.2 DPWPR shall have no liability whatsoever for any loss, damage or expense, whether involving economic loss, physical loss or damage, or personal injuries or death, arising from or in any way related to the preparation and / or positioning of a Container Crane prior to or during operations, as well as the use or operation of a Container Crane during the period of hire or the shut-down time of a Container Crane following the end of operations. The Vessel Owner, Cargo Owner and/or User shall indemnify, defend and hold harmless DPWPR from all claims, demands, causes of action or liability, whether in contract, tort or otherwise, arising from or in any way related to the preparation and / or positioning of a Container Crane prior to the beginning of the period of operations, including but not limited to claims for economic loss, physical loss or

damage, or personal injuries or death, together with all expenses and costs of any nature or kind whatsoever arising therefrom.

- 7.16.3 The Vessel Owner, Cargo Owner and/or User shall indemnify, defend and hold harmless DPWPR from any and all loss, damage and expense incurred by DPWPR arising from or in any way related to the preparation and / or positioning of a Container Crane prior to the beginning of the period of operations, the use or operation of a Container Crane during operations or the shut-down time of a Container Crane following the end of operations, which loss, damage and expense shall include but shall not be limited to all physical damage to property of DPWPR or for which DPWPR is responsible, physical damage to a Container Crane, damage to the Authority's property and all economic loss to DPWPR including but not limited to loss of revenue and loss of business. The liability of the Vessel Owner, Cargo Owner and/or User under this Section 7.16.3 and under Section 7.16.2 shall be joint and several.
- 7.16.4 The provisions of Sections 7.16.1, 7.16.2 and 7.16.3 of this Tariff shall apply whether or not any damage, loss, expense or claims arise directly or indirectly as a result of the act or omission of DPWPR, its officers, employees, servants or agents or any other person whomsoever for whose conduct or actions DPWPR might otherwise be legally responsible, even if such act or omission constitutes negligence or willful misconduct. The provisions of Sections 7.16.1, 7.16.2, 7.16.3 and 7.16.4 shall apply notwithstanding any other term or condition of this Tariff, unless any such provision conflicts directly with the terms or conditions of the Authority Port Tariff, in which case the Authority Port Tariff shall apply but only to the extent of any such conflict.

8. CHARGES GENERALLY

8.1 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 Authority or DPWPR;
- c) due and payable as soon as they are incurred, or upon completion of such service or use. DPWPR reserves the right to require payment of charges in advance, as follows:
 - by the Vessel, its owners or agents before Vessel commences its loading or discharging operation;
 - by the Cargo Owner before Cargo leaves the custody of DPWPR; or,
 - right is reserved by DPWPR to require payment of all charges on perishable Cargo or of doubtful value and household goods; and
- d) payable to DPWPR at the address shown on the invoice.

8.2 Taxes

All amounts payable to DPWPR 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 DPWPR 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 DPWPR 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 DPWPR, deliver to DPWPR 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 DPWPR to any person is without prejudice to the position of DPWPR, 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.

8.3 Payment of Charges

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

Where credit approval is granted by DPWPR, the charges prescribed by this Tariff are payable within seven (7) days from the date due and, where any charge is not paid within that time, an additional charge of one and on-half percent of any such charge shall be imposed for each thirty (30) day period or portion thereof during which it remains unpaid, which additional charge is equivalent to eighteen percent (18%) per annum. A failure to pay for more than ninety (90) days may cause a lien to be placed on the Cargo handled and the responsible party may be denied further use of the Terminal until all outstanding charges have been paid.

8.4 Calculation of Charges

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

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

8.5 Minimum Billing Charge

All invoices issued by DPWPR for any service, or combination of services, as provided in this Tariff shall be subject to a minimum billing charge of \$20.00 per invoice.

8.6 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.

8.7 Materials Supplied

Charges for any material furnished in connection with any services performed by DPWPR shall be based on the actual cost of the material plus fifteen percent.

8.8 Verification of Weights and Measurements

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

8.9 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 DPWPR, 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.

8.10 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 Vessel Owner, the Vessels' agent or operator, of any charge properly assessable against same, shall not relieve said Vessel, the Vessel Owner, the Vessels' agent or operator from liability for the payment of such charge under this Tariff.

9. **COLLECTION OF OCEAN CHARGES**

If requested and at DPWPR's option, DPWPR may collect such charges on inward Cargo on behalf of the Vessel Owner 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. DPWPR 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, DPWPR reserves the right to make payment to the Vessel Owner in U.S. funds.
- c) Inbound manifest must be lodged with DPWPR three working days prior to the Vessel's arrival to enable DPWPR 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 Vessel Owner will be for the account of the Vessel Owner.
- e) DPWPR 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 Vessel Owner, or payment of ocean charges by the consignee or his agent. Such corrections and adjustments will be the responsibility of the Vessel Owner to collect directly from the consignee or his agent.

10. **VESSEL RESPONSIBILITIES**

10.1 Vessel Security

The Vessel Owner shall ensure that the Vessel complies in all respects with the requirements of the *Marine Transportation Security Act*, S.C. 1994, c. 40 (the "**MTS Act**") and the *Marine Transportation Security Regulations*, SOR/2004-144 (the "MTS Regulations") made pursuant to the MTS Act and warrants that the operator of a Vessel as defined in the MTS Regulations will comply with all requirements of the MTS Act and the MTS Regulations and any amendments thereto.

10.2 Vessel Liability

The Vessel Owner shall indemnify, defend and save harmless DPWPR, and the Authority from all costs, expenses, damages or losses whatsoever which they may incur, including but not limited to consequential and economic loss, caused directly or indirectly by:

- a) the failure of the Vessel or the operator of a Vessel to comply with the requirements of the MTS Act, the MTS Regulations and any amendments thereto as referred to in Section 10.1 (Vessel Security) of this Tariff.

- b) the Vessel making contact with a dock at the Terminal, a Container Crane located at the Terminal or other property or equipment located at the Terminal;
- c) the negligence of the Vessel Owner, its servants or agents; and
- d) the Cargo as presented to the Terminal for handling and storage, whether designated as Hazardous Cargo or not

In the event any of the above mentioned events occurs, DPWPR reserves the right to repair, or otherwise cause to be repaired, any and all such damage at the expense of such Vessel Owner. Where a Vessel has approved a stowage plan and stability calculations prepared by DPWPR, that Vessel shall be solely responsible for the stowage of Containerized Cargo on board the Vessel and for the stability of the Vessel. Without limiting the generality of the foregoing, DPWPR shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by DPWPR having prepared a stowage plan and/or stability calculations, including, but not limited to, negligence, error, act, omission or willful misconduct of DPWPR.

10.3 Representation as to ownership of a Vessel

Any User that is not the actual or registered owner of the Vessel berthed or being provided Terminal Services at the Terminal, by requesting the Terminal Services, represents and warrants that they are doing so on their own behalf and on behalf of the actual or registered owner of the Vessel.

11. CARGO

11.1 Cargo Received or Delivered

Cargo is received for Shipment when the terms of the dock receipt or other document approved or issued by DPWPR have been accomplished. Cargo is delivered when the terms of the delivery order or other document approved by DPWPR 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 DPWPR. 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 DPWPR for other custody.

In the event of any claim made against DPWPR for damage to, loss or destruction of Cargo, DPWPR will, notwithstanding the provisions of this Section 11 (Cargo), have the benefit of any provisions of this Tariff by which the liability of DPWPR is excluded or limited.

11.2 Redelivery and Transshipment Cargo

The charge or charges on Cargo received at the Terminal for delivery to a Vessel which, due to conditions unforeseen at the time of receipt, must be redelivered to a land carrier, or similarly, Containerized Cargo received at the Terminal, or Non-Containerized Cargo which is stuffed into Containers at the Terminal and which is subsequently diverted for Transshipment by the Vessel Owners 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.

11.3 Compulsory Removal of Cargo

The Authority or DPWPR may, by written notice to the Cargo Owner, require the removal of a Cargo Owner's Cargo (a) that, in DPWPR's sole discretion, it deems likely to damage human health, other Cargo or other property; or (b) that is on Terminal after the expiration of any Free Time. Such removal shall be, on a joint and several basis, at the expense of the Cargo Owner and the Vessel Owner that carried the Cargo in the case of an Import Shipment, or the Vessel Owner 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 Vessel Owner 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 Authority.

DPWPR may, at the risk and expense of the Cargo Owner or the said Vessel Owner, remove, store, relocate or dispose of any Cargo that is left on Terminal for more than seven (7) days after the expiration of any Free Time, or at any time after the Cargo becomes Abandoned Cargo. DPWPR 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 DPWPR, in respect of the removal, storing, relocating or disposing of Cargo under this Section 11.3.

Where, in the opinion of DPWPR, any Cargo is not packed in such a manner that it will withstand handling while in transit; DPWPR 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.

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

DPWPR 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.

11.4 Goods Requiring Refrigeration

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

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

Except in respect of the services described above, DPWPR 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.

11.5 Documentation

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

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

Where documentation of the Cargo is not provided by the Vessel Owner to DPWPR within three full working days, as a result of which DPWPR incurs additional expenses in the calculation of charges or the preparation of Containerized Cargo load plans on behalf of the Vessel Owner, such costs shall be paid by the Vessel Owner.

11.5 Demurrage – Railcars or Vessels

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

11.6 Owner's Risk

Cargo which, because of its inherent nature, is subject to deterioration, shrinkage, oxidization, wastage, decay, including without limitation, glass, liquids, and fragile articles will be accepted only at Cargo Owner's risk for rust, tarnish, discoloration, breakage, leakage, chafing, and similar loss or damage that may occur despite accepted practices for the care of Cargo.

11.7 Lien and Power of Sale

As security for the payment of any amounts due under this Tariff, DPWPR shall have a general lien over all Cargo, Containers, Bills of Lading, Waybills, permits or other documentation in its possession. Such lien shall not be affected by any temporary or partial extinction of any indebtedness due to DPWPR. The lien shall extend to cover the cost of recovering sums due, including any legal or other fees as incurred, and DPWPR shall have the right to sell Cargo that is subject of a lien by public auction or private sale without notice to the Cargo Owner or Vessel Owner. DPWPR 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 DPWPR in the enforcement by DPWPR of such lien or power of sale.

11.8 Representation and Additional 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 4.27. The Cargo Owner represents and warrants the accuracy of the weights and measurements, including the VGM, so provided and agrees to defend, indemnify and hold harmless DPWPR should the weights, measurements or VGM be inaccurate.

The Cargo Owner represents and warrants that the Cargo, whether designated as Hazardous Cargo or not, is safe for handling or storage by DPWPR and is not dangerous or otherwise likely to cause loss, damage or injury (including personal injury) to DPWPR, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal and agrees to defend, indemnify and hold harmless DPWPR should the Cargo be unsafe, dangerous or otherwise causes (directly or indirectly) loss, damage or injury (including personal injury) to DPWPR, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal.

Unless express written notice is provided to DPWPR at least 48 hours prior to the arrival of any OOG Container at the Terminal, along with details of the actual dimensions of the OOG Container, the Cargo Owner represents and warrants that the Container is not OOG, and is safe for handling or storage by DPWPR and agrees to defend, indemnify and hold harmless DPWPR should the Container be OOG or otherwise causes (directly or indirectly) loss, damage or injury (including personal injury) to DPWPR, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal.

11.9 Force Majeure

DPWPR shall not be responsible or be held liable in damages if any obligation DPWPR may have to a User cannot be performed, in whole or in part, due to Force Majeure including but not limited to labour disputes, disturbances, riots, civil commotion, war or the consequences of war (declared or undeclared), terrorism or the consequences of terrorism, insurrections, requisitions, or the threat of requisition, priorities or any other action, direction, regulation or order of any competent authority or agency, acts of God, perils of the sea and of other waters, dangers of navigation, ice, public enemies, storms, fire, floods, or any other matter or thing beyond the direct control of the Company.

11.10 Waiver

No failure or delay by DPWPR in enforcing any right or exercising any remedy will be deemed a waiver by DPWPR of any such right or remedy.

12. **DISPUTE RESOLUTION AND GENERAL TIME LIMIT**

12.1 Mandatory Mediation and Arbitration of Disputes

a) Claim by a User, Cargo Owner or Vessel Owner

Any dispute or claim arising out of or in connection with this Tariff by a User, Cargo Owner or Vessel Owner against DPWPR shall first be referred to mediation at Vancouver, British Columbia under the mediation rules of the Vancouver Maritime Arbitrators Association ("VMAA"). The mediation shall be before a sole mediator as agreed between the parties but in the event agreement cannot be reached in accordance with the mediation rules, then the mediator shall be selected by the President of the VMAA in a manner he deems fit.

If the mediation is concluded without settlement of the dispute or claim by a User, Cargo Owner or Vessel Owner against DPWPR, the said dispute or claim shall be referred to arbitration at Vancouver under the arbitration rules of the VMAA. For a dispute or claim that does not exceed in value US\$100,000 the arbitration shall proceed, unless agreed otherwise by the parties, before a sole arbitrator in accordance with the VMAA rules. For a dispute or claim that exceeds in value US\$100,000 the arbitration shall proceed, unless agreed otherwise by the parties, before an arbitration tribunal comprised of three arbitrators appointed in accordance with the VMAA rules.

The decision of the sole arbitrator or the arbitration tribunal shall be final and binding on the parties and may be made, on application, an order or judgment of the Court for enforcement purposes.

b) Claim by DPWPR

Any dispute or claim arising out of or in connection with this Tariff by DPWPR against a User, Cargo Owner or Vessel Owner may be referred to arbitration at Vancouver under the rules of the VMAA or may be brought in a court of competent jurisdiction, whether in Canada or elsewhere, at the sole discretion of DPWPR. In the event DPWPR elects to proceed by arbitration, the decision of the sole arbitrator or the arbitration tribunal shall be final and binding on the parties and may be made, on application, an order or judgment of the Court for enforcement purposes.

12.2 General Time Limit

Legal proceedings in relation to any dispute or claim arising out of or in connection with this Tariff as against DPWPR, or the Authority, must be brought within one year from the date any such dispute or claim arose, failing which DPWPR, and the Authority shall be discharged from all liability in respect of any such dispute or claim.

12.3 Governing Law and Attornment

This Tariff shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable in British Columbia, without regard to the conflict of law rules of British Columbia that would apply a different body of law.

If, for any reason, either clauses 12.1 (a) or (b) is deemed legally inapplicable to a dispute in connection with this Tariff, then any such dispute shall be brought in either the British Columbia Supreme Court (Vancouver Registry) or the Federal Court (Vancouver Registry) and the User, Cargo Owner or Vessel Owner, subject to clauses 12.1 (a) and (b), irrevocably submits to and accepts generally and unconditionally the exclusive jurisdiction of said courts.