



RAIL SERVICES TARIFF

FOR

PORT AUTHORITY RAIL YARD

OPERATED BY

DP WORLD LOGISTICS (CANADA) INC.

EFFECTIVE: DECEMBER 1, 2020

TABLE OF CONTENTS

1. COMPANY INFORMATION.....	3
2. GENERAL.....	4
3. DEFINITIONS.....	4
4. RATE SCHEDULE AND DESCRIPTION.....	5
5. INVOICING AND PAYMENT OF CHARGES	6
6. RAILWAY DEMURRAGE.....	6
7. LIMITATIONS OF LIABILITY.....	7

1. 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:	(604) 581-2233
	Security (24 Hours)	(604) 582-2213
Address:	11060 Elevator Road Surrey, BC V3V2R7 Canada	
Website:	www.dpworld.ca	

2. GENERAL

2.1 This DP World Fraser Surrey Limited Partnership Rail Services Tariff (the "Rail Tariff") is applicable for all rail movements occurring within the Port Authority Rail Yard (the "PARY"). The PARY is located adjacent to the DP World Fraser Surrey Terminal and is operated by DP World Logistics (Canada) Inc. All rail movements in the PARY shall be performed by DP World Logistics (Canada) Inc. The Rail Tariff is applicable for all movements deemed necessary by DP World Logistics (Canada) Inc. to ensure the efficient and productive operation of the PARY.

2.2 The Rail Tariff contains the terms and conditions under which DP World Logistics (Canada) Inc. provides services and makes available the use of the PARY to any Customer. All use of services and use of the PARY constitutes acceptance of the Rail Tariff without modification by the Customer.

2.3 The Rail Tariff incorporates all of the provisions, terms and conditions set forth in the DP World Fraser Surrey Inc. Terminal Services and Stevedoring Tariff which is available on-line at www.fsd.bc.ca. The customer hereby acknowledges understanding and acceptance of both the Rail Tariff and the Terminal Services and Stevedoring Tariff. All the Capitalized terms within the Rail Tariff, which are not otherwise defined shall have the same meaning as set out in the DP World Fraser Surrey Limited Partnership Terminal Services and Stevedoring Tariff. In the event of any inconsistency between this Rail Tariff and the provisions, terms and conditions set forth in the DP World Fraser Surrey Limited Partnership Terminal Services and Stevedoring Tariff, the terms and conditions of this Rail Tariff shall prevail but only to the extent of any such inconsistency.

2.4 The Rail Tariff and the DP World Fraser Surrey Inc. Terminal Services and Stevedoring Tariffs, including any rates, charges and any provisions contained within either are subject to change without specific notice and such change will be effective from the date specified.

3. DEFINITIONS

Customer – for the purpose of this Rail Tariff means a Person, including a railway, shipper, receiver or owner of Cargo, for whom DP World Fraser Surrey and/or DP World Logistics Canada Inc. provides services and makes available the use of the PARY.

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.

Railcar Free Time – means a 24 hour period during which a railcar may remain in the PARY without accruing Railcar Demurrage Charges.

All other definitions are outlined in the DP World Fraser Surrey Inc. Terminal Services and Stevedoring Tariff.

4. RATE SCHEDULE AND DESCRIPTION

4.1 Switching Charge:

Railcars	\$155.00 per railcar
Rolling stock not otherwise specified (Dimensional load cars, special equipment cars, and non-freight units)	\$450.00 per railcar

Switching fees are applicable for each movement of a railcar between the PARY and individual terminal facilities.

4.2 Re-Switching Charge:

Railcars	\$350.00 per railcar
Rolling stock not otherwise specified (Dimensional load cars, special equipment cars, and non-freight units)	\$660.00 per railcar

If the applicable CUSTOMER or the RAILWAY requests DP World Fraser Surrey to perform any re-switching in the PARY or at a designated facility involved for marshalling of the railcars, then the re-switching fee will apply.

4.3 PARY Usage Charge:

Containers	\$15.00 per laden TEU
Agri Bulk Products	\$65.00 per laden railcar
Breakbulk Steel	\$85.00 per laden railcar
Other – Not Specified	\$125.00 per laden railcar

4.4 Railcar Demurrage Charge:

First Day	\$90.00 per railcar per day or any part thereof
Thereafter	\$120.00 per railcar per day or any part thereof

The railcar demurrage charge is applicable and payable for each railcar that remains within the PARY beyond the Railcar Free Time after notice to remove a railcar from the PARY is provided by or on behalf of DP World Fraser Surrey. The first day of the railcar demurrage charge accrues and is payable by the Customer immediately upon the expiry of the Railcar Free Time even if the railcar is removed later that same day. For each and every subsequent day the railcar demurrage charge accrues and is payable by the Customer for the full day no matter what time during a day the railcar is removed from the PARY.

Verbal notice to remove a railcar from the PARY may be given to the Customer in person or by phone in which case notice is effective, with Railcar Free Time commencing, at the time of verbal communication. Written notice to remove a railcar from the PARY may be given to the Customer in writing and is deemed effective notice with Railcar Free time commencing: (i) upon personal delivery of the written notice to the

Customer, or (ii) when sent by electronic mail or facsimile at the time the notice is sent as confirmed by the e-mail or facsimile transmission.

4.5 Late/Arrival Departure Fees:

Fee for arrival or departure outside the agreed time slot \$45.00 per railcar

4.6 Hazardous Cargo Surcharge:

Fee applicable to non-intermodal railcars carrying Hazardous Cargo \$600.00 per railcar per day or any part thereof

4.7 External Switchers Fee:

Fee for external switchers to operate at the PARY \$250.00 per hour or any part thereof (minimum 4 hours)

5. INVOICING AND PAYMENT OF CHARGES

5.1 All switching charges, re-switching charges, PARY usage charges, railcar demurrage charges and hazardous cargo surcharges referenced in this Tariff will be invoiced on a monthly basis to the applicable Customer.

5.3 All invoices must be paid by the Customer within seven (7) calendar days of the date of the invoice.

5.4 All charges outlined in the Rail Tariff are in addition to any other charges paid or payable to DP World Fraser Surrey by the Customer for terminal handling services and do not act as substitutes or replacements for any other fees or charges.

5.5 If an invoice fails to be paid by the Customer within seven (7) calendar days, interest shall accrue at a rate of 18.0% per annum, calculated and compounded daily, not in advance, from the 7th day after the date of the invoice until the date of payment.

5.6 Notwithstanding any liability of DP World Logistics (Canada) Inc., the Customer, will not be entitled to any deduction from, reduction of, set-off against or waiver of any charges payable to DP World Logistics (Canada) Inc., all of which must be paid in full as and when due.

5.7 In the event that an invoice is not paid within thirty (30) calendar days, DP World Logistics (Canada) Inc. reserves the right to refuse service to the Customer until such time that the outstanding amounts are paid in full and/or credit terms acceptable to DP World Logistics (Canada) Inc are provided by the Customer.

6. RAILWAY DEMURRAGE

6.1 DP World Logistics (Canada) Inc. are not responsible for any railcar or railway demurrage claimed by anyone, including any Customer. Any railcar or railcar demurrage invoices must be addressed to the

correct shipper, receiver, Cargo owner or Customer. If DP World Logistics (Canada) Inc. receives a railcar or railway demurrage invoice, the invoice will be sent back to the respective railway and a fifteen (15%) percent administrative surcharge, based on the amount of the railcar or railway demurrage invoice, will be charged to the Customer.

7. LIMITATIONS OF LIABILITY

7.1 Notwithstanding anything within the DP World Fraser Surrey Inc. Terminal Services and Stevedoring Tariff, DP World Logistics (Canada) Inc. are not liable with respect to any claim for loss, damage or expense to Customer's railcars or Customer's railcar Cargo(s) while railcars or railcar Cargo(s) are within the PARY no matter the cause, including if such loss, damage or expense arises from the fault, act, omission or negligence of any of DP World Fraser Surrey, DP World Logistics Canada Inc. or their respective directors, officers, employees or contractors.

7.2 All of the terms and conditions within Section 10 Limitations of Liability, within the DP World Fraser Surrey Terminal Services and Stevedoring Tariff are hereby incorporated into the DP World Fraser Surrey Inc. Rail Tariff by reference, but subject to Section 7.1 herein.