

**TERMINAL SERVICES TARIFF**

**FOR**

**DP WORLD Nanaimo 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 Nanaimo Inc. and the Authority. (See Definitions, Terms and Conditions and, in particular, Limitation and Exclusion of Liability).

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## COMPANY INFORMATION

<b>Hours of Operations:</b>	Regular Office Hours	0800 to 1630 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week
<b>Telephone Numbers:</b>	Main Office:	(250) 722-2290
<b>Address:</b>	750 Jackson Road Nanaimo, BC V9X 1J2 Canada	
<b>Website:</b>	<a href="http://www.dpworld.ca">www.dpworld.ca</a>	

## 1. PREFACE AND BASIC TERMS

### **Short Title**

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

### **Publication**

This Tariff is published by DPWN with the approval of the Authority, where such approval is required.

### **Effective Date and Changes**

This Tariff shall be subject to change without specific notice and such changes will be effective from such other date specified in the notice.

### **Scope of Tariff**

This Tariff and all rates, charges, terms, conditions, rules and regulations contained herein shall apply the container and related marine operations at Terminal Areas ("**Terminal Services**"). The Terminal Areas are owned by the Authority and operated by DPWN .

DPWN provides the Terminal Services to the Users, subject to the terms, conditions, rules, regulations and definitions of this Tariff, which shall govern the relationship between DPWN 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 Terminal Services Tariff, the Authority Terminal Services Tariff shall apply but only to the extent of such conflict.

The Authority provides berthage at the Terminal Areas, subject to all of the terms and conditions of the Authority Fee Document. The use of any of the Services, the terminals, docks, wharves, and facilities at the Terminal Areas shall be deemed complete acceptance of this Tariff and the Authority Fee Document and any revisions or supplements thereto.

DPWN 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 DPWN, the Authority their respective affiliates and others.

### **Charges**

Charges for Services shall not exceed the rates published in this Tariff. 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 DPWN'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 Nanaimo Port Authority and its office is located at 100 Port Drive, Nanaimo, BC, V9R 5K4, Canada.

**Authority Fee Document** – means the fee document in the Authority's standard public fee document, 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 Terminal Services Tariff applies.

**Authority Terminal Services Tariff** - means the Nanaimo Port Authority Terminal Services Tariff published on May 1, 2017 and subject to change as published by the Nanaimo Port Authority at the time of service.

**BCMEA** - the British Columbia Maritime Employers Association.

**BCMEA Assessment** - any charges assessed by the BCMEA for services provided at, in conjunction with, or use of, the Terminals, however calculated.

**Bill of Lading** - means the bill of lading, waybill or similar document issued by the Vessel Owner to distinguish a single Shipment of Cargo carried by a Vessel.

**Non-Containerized Cargo** - means Cargo which transits or is handled at the Terminal including unitized Cargo, unpackaged or packaged Cargo of any kind but not including Cargo stowed in Containers.

**Cargo** – means goods, personal property, effects, and movables of any kind, including packaged goods whether or not stowed in a Container.

**Cargo Owner** –includes the actual owner, shipper, consignee, receiver, or bailee of the Cargo

**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 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, and that is used by Ocean Carriers for the transportation of goods on board Vessels, that conforms to ISO dimensional standards and includes a container that is insulated, refrigerated or dry Cargo, or described as flat rack, vehicle rack, liquid tank or open top.

**Container Crane** – means a crane used in loading or discharging Containers from a Vessel at the Terminal and./or Terminal Areas.

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

**Container Yard** – means a place designated within the Terminal Areas where Containers, which are in transit between Vessels, Barge, Inland Carriers or CFS, are temporarily held or assembled.

**DPWN** – means DP World Nanaimo Inc., a corporation pursuant to the Provincial laws of British Columbia, (Inc. No. BC1272425) having an office at 750 Jackson Road, Nanaimo, BC V9X 1J2, Canada

**Domestic Reposition (DRP)** – Use of a DPWN Customer's Ocean Carrier container to ship domestic cargo to Vancouver Island and making the empty container available to the Terminal Areas for import, export or domestic cargo.

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

**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 during which goods may be left on Authority Property without demurrage charges being incurred either before loading on or after unloading 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 of Cargo from a Vessel to a place of rest at the Terminal, and its subsequent transfer to an Inland Carrier.

**Inland Carrier** – means railroad, truck line, cartage company, private carrier or inland waterway carrier including barges and scows, that receives or delivers Cargo, Containers or any other goods by rail car, chassis, other vehicle or inland waterway craft, but does not include DPWN's Vessel.

**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.

**Ocean Carrier** – refers to a Vessel Owner, their agent, employee, operator or charterer

**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 quantity of goods tendered at one time for transport from one point of origin to one point of destination.

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

**Terminal Areas** – means those portions of the maritime port terminal at the Duke Point Terminal, Port of Nanaimo, British Columbia and (i) Authority Property; (ii) such other terminal areas, docks and facilities within the Port of Nanaimo which are owned by the Authority at the date of this Tariff or (iii) such other areas which are mutually agreed in writing from time to time between the Authority and DPWN to be added to this Tariff.

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

**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 DPWN for the provision of any of the services described in this Tariff.

**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)

**Vessel** – means any motor vessel, steamship, scow, Barge or other watercraft that is presented for berthing other than DPWN's Vessel. 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.

### **Abbreviations**

In this Tariff, the following abbreviations are used:

**CY** means Container Yard.

**CFS** means container freight station.

**M** means that the number of Tonnes is calculated by measurement, in cubic meters.

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

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

**TEU** means a twenty-foot Container or a Container unit that is the equivalent of a twenty-foot Container.

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

## **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.

Metre	= 3.2808 feet
Kilogram	= 2.2046 pounds
Litre	= 0.2200 gallons (0.2642 U.S. gallons)
Metric Tonne	= 1000.0 kilograms
	= 2204.6 pounds
	= 1.1023 short tons (2000 pounds)
	= 0.9842 long tons (2240 pounds)
Cubic meter	= 1000.0 litres

	= 35.315 cubic feet
	= 0.8830 measurement tons (40 cubic feet)
	= 0.4238 Mfbm (thousands of board feet)
	= 220.0 gallons (Imperial)
	= 27.50 bushels (Imperial)
	= 6.290 barrels (42 U.S. gallons)
MFBM	= 1000 board feet of lumber (12" x 12" x 1")
MSCR	= 1000 board feet of logs, as determined by "Scribner" scale

## 2. PORT AUTHORITY CHARGES

DPWN 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: <https://npa.ca/>.

### 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. The fee also applies to Vessels that are fastened to or tied up alongside any other Vessel occupying a berth.

Berthage is assessed on the registered overall length of the Vessel in meters and will be charged from the time when the first line is made fastened to when the last line is cast off.

Vessels tied up at an Authority Berth	Unit	Rate
- Per hour, or part thereof	HR/m	\$ 0.23
- Minimum charge for such Vessels	per day or part thereof	\$ 500.00

**Note:** AS OF THE DATE OF PUBLICATION OF THIS RATE SCHEDULE, the berthage fees imposed by the Authority are determined as set out above. The berthage fees may be different at the date of service – customers should confirm fees with the Authority.

### 2.2 Wharfage Fees

Wharfage is a fee for cargo, good, and container handling at Port Authority property or under Port Authority jurisdiction. The fee is based on the weight or measurement of the Cargo and is variable by Cargo type and/or commodity. Wharfage fees are intended to help recover investments and costs associated with the provision of Authority infrastructure and services to handle Cargo.

Wharfage applies to the cargo or vessel on all cargo passing or conveyed over, onto, or under wharves or between vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of the wharf and does not include any other service

#### a. Non-Containerized Cargo

Commodity	Unit	Rate Per unit
Automobiles	Unit	\$25.00
Breakbulk – Logs	MFBM / Scribner	\$3.50
Breakbulk – Lumber	MFBM	\$1.77
Kaolin	Tonne	\$1.66
Soil/Salt	Tonne	\$3.00
Bulk – Dry	Tonne	\$0.85
Bulk – Liquid	Tonne	\$0.75
All other goods NOS (not otherwise specified)	Tonne	\$1.87

\*Wharfage based on tonnes or volume (cubic metre) whichever is greater.

**b. Containerized Cargo**

<u>Commodity</u>	<u>Unit</u>	<u>Rate Per unit</u>
Direct Call Laden	TEU	\$40.00
Direct Call Empty	TEU	\$25.00
Barge Laden	TEU	\$31.21

2.3 Harbour Dues

The Port Authority charges Harbour Dues to a vessel for each harbour call. Harbour dues are payable on every vessel that enters the harbour at the following rates:

- I. Registered vessels, Gross registered tonnage, per GRT \$0.080
- II. Unregistered vessels, Gross tonnage as determined by the harbour master, per GRT \$0.080
- III. Minimum billing charges \$100.00

**3. VESSEL CHARGES**

3.1 Handling Vessel 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%).

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
- 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	2060.00	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 = General Holidays – All Shifts

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

3.2 Other Charges

Communication Charges	Rate
Daily Charge	\$40.00
Fresh Water Charges	
Per Metric Ton	\$4.95
Hose connections, per connection, includes 30 metres of hose	\$165.00
Each additional 15 metre length of hose	\$35.00
Security Charges	
All Vessels on berth will be assessed a security fee per hour of	\$35.00

3.2 BCMEA Cargo Assessments



All BCMEA Assessments are charges that must be paid by the Cargo Owner, Vessel Owner and/or Ocean Carrier to DPWN as agent for collection of the BCMEA. Rates are as imposed by the BCMEA and adjusted from time to time. These can be found <https://www.bcmea.com/resources/assessments/>

#### 4. CONTAINER OPERATIONS

##### 4.1 Terminal Throughput

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

	<b>Unit</b>	<b>Rate</b>
Loaded and empty Container throughput that is placed on or off a truck	Per Container	\$476.01
OOG Surcharge	With Throughput	\$251.05

OOG Surcharge is applicable per Container (in addition to throughput charge) for over dimensional Cargo (using standard spreader of over height spreader) for Cargoes up to 6 feet above the top of the Container. Cargo extending more than 6 feet above the top of a Container may be regarded as break-bulk cargo for invoicing purposes.

##### 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.

	<b>Unit</b>	<b>Rate</b>
<i>Yard Rehandle</i>	Per Container	\$93.56

##### 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.

	<b>Unit</b>	<b>Rate</b>
<i>Truck</i>	Per Container	\$93.56

##### 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. Normal gate operating hours are 0800 hrs – 1600 hrs Monday to Friday. Any trucks being processed after 1600 hrs are subject to the after hours gate fee; this includes all transactions between 1600 – 1630 with exception of the trailer drop service or where a 1 hour shift extension has been arranged a day in advance and charges protected.

	<b>Unit</b>	<b>Rate</b>
<i>After hours gate charge</i>	Per Container	\$493.36

##### 4.5 Reprinting Out Gate Interchange

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

	<b>Unit</b>	<b>Rate</b>
<i>Reprinting out gate Interchange</i>	Per Reprint	\$43.84

4.6 Seal Number Update Fee

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

	<b>Unit</b>	<b>Rate</b>
<i>Seal Number Update</i>	Per Seal	\$43.85

4.7 On-Hire Fee

Fee for updating container numbers in N4 system

	<b>Unit</b>	<b>Rate</b>
<i>Fee</i>	Per Container	\$43.85

4.8 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

	<b>Unit</b>	<b>Rate</b>
<i>Verified Gross Mass (VGM) Service</i>	Per scale ticket	\$274.98
Fee for updating VGM weights in N4 or Express system	Per request	\$43.85

4.9 Overweight Surcharge

DPWN 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 DPWN 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.

	<b>Unit</b>	<b>Rate</b>
<i>Overweight surcharge</i>	Per Container	\$375.36

4.10 Vessel Containerized Cargo Reposition

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

	<b>Unit</b>	<b>Rate</b>
<i>Moving Containerized Cargo from cell to cell onboard Vessel</i>	Per Container	\$188.30
<i>Moving Containerized Cargo via quay from cell to dock and then to cell</i>	Per Container	\$376.60

4.11 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.

	<b>Unit</b>	<b>Rate</b>
<i>Equipment change of status charge</i>	Per Container	\$251.13

4.12 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

	<b>Unit</b>	<b>Rate</b>
<i>Sweep or vacuum of Containerized Cargo</i>	20 ft. Container 40 ft. Container	By Arrangement By Arrangement

The sweep or vacuum of Containers fees covers the clearing and sweeping of dunnage or debris from Containers and / or the internal washing or steam cleaning of the Container.

4.13 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.

	<b>Unit</b>	<b>Rate</b>
<i>Applying or removing placard or Seal</i>	Per Container	\$83.17

4.14 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.

	<b>Unit</b>	<b>Rate</b>
<i>Supplying placard</i>	For set of 4	\$12.83

4.15 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 DPWN or the Authority. Machinery, if required, will be made available at the earliest convenience for use by the surveyor.

	<b>Unit</b>	<b>Rate</b>
<i>Surveying Fee</i>	Per Survey	\$137.44

4.16 Container Storage

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 Terminals only if there is sufficient designated space available to accommodate them.

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 of empty Containers, or in the event of insolvency of a Vessel Owner or User that provided empty Containers to the Terminals, DPWN shall as security for the payment of any amounts due under this Tariff have a general lien over all empty Containers in its possession. Such lien shall not be affected by any temporary or partial extinction of any indebtedness due to DPWN. The lien shall extend to cover the cost of recovering sums due, including any legal or other fees as incurred, and DPWN shall have the right to sell empty Containers that are subject of a lien by public auction or private sale without

notice to the Vessel Owner or User that provided the empty Containers to the Terminals. DPWN 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 DPWN in the enforcement by DPWN of such lien or power of sale.

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

	<b>Unit</b>	<b>Rate</b>
Empty Container not part of throughput daily storage charges (Including day of receipt and delivery)	TEU per day	\$125.58

4.17 Demurrage

Demurrage is daily charge payable on goods and / or Containers in transit which remain on a Terminal longer than the Free Time allowed. The daily charge for demurrage is as follows:

Rates per day are assessed on and include any part or partial days.

The Free Time allowed is:

- a) in the case of Cargo or goods brought in by Vessel or truck, no Free Time following their delivery to Terminal Areas.
- b) In the case of Containers, loaded or empty, as part of a throughput move:

IMPORT DELIVERED TO      FREE TIME

Import delivered to truck      5 calendar days following the release of the Vessel (generally after Vessel completion).

EXPORT REC'D EX      FREE TIME

Export received from truck      5 calendar days measured to the day prior to the actual Vessel arrival.

- c) The earliest receiving date applicable for an export truck Container is 3 working days prior to Vessel cut-off.

Saturdays, Sundays, and holidays are counted in computing Free Time.

Following the expiry of Free Time, Cargo is subject to demurrage. Beyond a total of thirty calendar days, the Cargo Owner must have the written authorization of DPWN to keep the Cargo on the Terminal, and shall be assessed storage charges by DPWN

Prorations for Cargo in Containers with multiple bills of lading and multiple parties being charged may be provided. The basis for proration will be calculated on the basis of the measurement of Cargo.

<b>Import Containers including empty imports:</b>	<b>Unit</b>	<b>Rate</b>
First five calendar days following Free Time including day of delivery	TEU per day	\$125.58
Thereafter	TEU per day	\$276.00
<b>Export Containers including empty exports:</b>	<b>Unit</b>	<b>Rate</b>
First five calendar days following Free Time including days of receipt.	TEU per day	\$43.85
Thereafter	TEU per day	\$113.72

4.18 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 DPWC, (b) subject to making special arrangements with DPWC, (c) governed by the rules and regulations of the *Transportation of Dangerous Goods Act, 1992* S.C. 1992, c. 34 and other Federal rules and regulations, and (d) subject to the provisions set out in Sections 9.2(d) and 10.7. There may be additional costs for special handling over and above normal handling rates.

Hazardous Cargo must be presented in accordance with International Maritime Organization (“I.M.O.”) regulations and detailed description of the goods, including its I.M.O. code and rating must be provided to DPWC in advance by the Vessel.

Dangerous goods surcharge for handling Hazardous Cargo	<b>Unit</b> Per Container	<b>Rate</b> \$251.15
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4.19 Forty Five Feet (45') containers surcharge

	<b>Unit</b>	<b>Rate</b>
Surcharge to cover the extra space required to handle on the barge and terminal	Per Container	\$163.76

4.20 Local Rush

Fee for delivering containers while the vessel is still working (provided it is a gate working day) and return in the same day to be loaded back on the vessel.

<i>Local Rush</i>	<b>Unit</b> Per Container	<b>Rate</b> \$163.76
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4.21 Abandoned Cargo and Containers

Notwithstanding DPWN's other rights and obligations under this Tariff, DPWN, 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 DPWN's other rights or remedies under this Tariff, including, without limitation, the rights set out in Section 10.3(Compulsory Removal of Cargo) and Section 11.7 (Lien and Power of Sale).

<i>Abandoned Cargo</i>	Per Container or unit of Cargo, as applicable	\$6,268.08
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4.22 Digital Photographs

	<b>Unit</b>	<b>Rate</b>
<i>Digital Photographs</i>	Per Container	\$41.49

4.23 Minor Damage

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

	<b>Unit</b>	<b>Rate</b>
<i>Minor damage</i>	Per Incidence	\$188.35

4.24 Empty Container Seal Removal/Update Fee

Fee Applicable for removing the seals from empty containers and systems update

<i>Empty Container Seal Removal/Update Fee</i>	<b>Unit</b> Per Container	<b>Rate</b> \$223.69
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4.25 Fuel Surcharge

The fuel surcharge is a charge per Container. The fuel surcharge will only apply once the crude oil price as per the West Texas Intermediate crude oil (WTI) price exceeds \$100 per barrel. The rate will be set on a quarterly basis based on the previous quarters' average crude price per the WTI.

	<b>Unit</b>	<b>Rate</b>
Crude price between \$ 100.00 - \$115.00	Full	\$2.90
	MT	\$1.70
Crude price between \$ 115.01 - \$ 130.00	Full	\$4.10
	MT	\$2.50
Crude price between \$ 130.01 - \$ 145.00	Full	\$5.40
	MT	\$3.20

Crude price between \$ 145.01 - \$ 160.00	Full	\$6.60
	MT	\$4.00

#### 4.26 Refrigerated (Reefer) Container Services

		<b>Unit</b>	<b>Rate</b>
Plugging in refrigerated Container	Each time performed	Per Container	\$ 41.15
Unplugging refrigerated Container	Each time performed	Per Container	\$ 41.15
Daily Temperature gauge monitoring		Per Container	\$ 26.55
Daily electric power for refrigerated Container		Per Container	\$ 26.55
Receive and attach clip on/Genset unit	Each time performed	Per Container	\$ 101.95
Receive and attach LPG tank	Each time performed	Per Container	\$ 160.85

Except as otherwise agreed to in writing by DPWN, the expiration of Free Time on dock for refrigerated containers is 5 calendar days as outlined above in section 4.17.

#### 4.27 Overnight Trailer Drop Service

The overnight trailer drop service allows Customers to make appointments to drop off loaded trailers starting at 1630 hrs Monday – Friday and the trailer will be unloaded overnight. The trailers can then be picked up empty until 0800 hrs Monday-Friday. If the appointment is made to also have an empty container loaded back to the trailers then the empty container on the trailer can be picked up at/after 0800 hrs Monday-Friday. All of these transactions must have appointments made at the latest by 1500 hrs the day of drop off and have 'Overnight Trailer Drop Service' referenced on the paperwork.

<b>Overnight Trailer Drop Service</b>	<b>Unit</b>	<b>Rate</b>
Fee to drop trailer on site for overnight unloading	Per container	\$25.00
Fee to load empty container onto empty chassis	Per container	\$25.00

#### 4.28 COVID-19 Cost Recovery Fee

COVID-19 cost recovery fee is applicable to Containerized Cargo, Non-Containerized Goods, NonContainerized 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;
- (b) The Vessel Owner responsible for carrying the Cargo from or to the Terminal;
- (c) The Cargo Owner; and
- (d) The entity that issued a Bill of Lading in respect of the Cargo.

(Effective January 1, 2021 on a temporary basis)

	<b>Unit</b>	<b>Rate</b>
<i>Containers</i>	Per TEU	\$3.95

(Effective January 1, 2022 on a temporary basis)

Steel Commodities	Per MT	\$0.73
Agricultural Commodities	Per MT	\$0.23
Other Non- Specified	Per MT	\$0.73

#### 4.29 Container Truck Gate Reservation Compliance Charge

All trucks delivering or picking up containers through the truck gate at the terminal will require to do so within their allotted two (2) hour reservation window. Any trucks arriving outside of their reservation window will not be turned away at the gate but there will be a surcharge applied for lack of compliance to the reservation window on a per reservation basis.

	<b>Unit</b>	<b>Rate</b>
<i>Reservation Compliance Charge</i>	Per Reservation	\$10.00

## 5. NON-CONTAINERIZED CARGO

### 5.1 Terminal handling services for various steel and non-steel Non-Containerized Cargoes

These services include the handling of Non-Containerized Cargo from underhook alongside the Vessel to an Inland Carrier or from an Inland Carrier to underhook alongside the Vessel. It includes the movement of the Non-Containerized Cargo between the Vessel and the place of rest on dock, limited sorting in the dock area, and the movement of the Non-Containerized Cargo to / from Inland Carrier (including loading / unloading).

	<u>Unit</u>	<u>Rate</u>
Packaged Lumber		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MFBM	\$40.00
From truck or carrier to storage, then to shipside or carrier (to/from van)	MFBM	\$44.00
Surcharge for non-stickered packages	MFBM	\$ 2.60
Direct transfer from barge to vessel	MFBM	\$ 7.70
Barge Loading or Unloading	By Arrangement only	
Additional services such as Stenciling and Sorting	By Arrangement only	
Unitized Pulp		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$34.05
From truck or carrier to storage, then to shipside or carrier (to/from van)	MT	\$39.95
Direct transfer from barge to vessel	MT	\$ 8.45
Additional services such as Stenciling and Sorting	By Arrangement only	
Steel Plate		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$51.50
Steel Plate in Envelope		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$52.60
Hot Rolled Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$38.90
Wire Rod Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$44.65
Galvanized Steel Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$42.40
Eye-up Galvanized Steel Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$48.20
Wide Flange Steel Beam		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	By Arrangement
Steel Bars - Bundled		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$53.60
Line Pipe – Bundled		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$49.50
Line Pipe – Loose		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$57.55
Pipe Less than .125 inches wall thickness		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$89.00
Steel Tubing - Loose		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$64.55
Steel Tubing – Bundled		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$50.70
Not Otherwise Specified – N.O.S.		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)		
All N.O.S. Cargo with a cubic content of less than 1 m3 per MT	MT	\$71.10
All N.O.S. Cargo with a cubic content equal to or greater than 1 m3 per MT	By Arrangement	
Minimum \$495.00 per piece of N.O.S. Cargo	Unit	\$495.00

5.2 Non-Containerized Cargo Demurrage

The demurrage charge is calculated as the measure in M.T. times the daily rate. The minimum charge for Non-Containerized Cargo demurrage is \$100.00. Free-time for this 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 this 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>Non-Containerized Cargo</i>	M.T.	\$18.36

5.3 Non-Containerized Cargo Services

5.3.1 *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.

5.3.2 *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.

5.3.3 *Covering Non-Containerized Cargo*

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

5.3.4 *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.

5.3.5 *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	157.59	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

	<u>A</u> \$	<u>B</u> \$	<u>C</u> \$	<u>D</u> \$	<u>E</u> \$	<u>F</u> \$	<u>G</u> \$	<u>H</u> \$	<u>I</u> \$
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

	<u>Unit</u>	<u>Rate</u>
Container Crane (Use of one Container Crane)	Hour (Minimum charge is eight (8) hours)	\$1,690.00

The period of hire of 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.

	<b>Unit</b>	<b>Rate</b>
Lift Trucks (Under 3,629 kg)	Hour	\$195.00
Lift Trucks (between 3,629 kg to 7,258 kg)	Hour	\$215.00
Lift Trucks (between 7,258 kg to 13, 688 kg)	Hour	\$270.00
Lift Trucks (Over 13,688 kg)	Hour	\$410.00

#### 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 trucks or Containers for loading;
- c) clearing Terminals of dunnage, stevedore gear and other equipment or material; and,
- d) any other service not specified in this Tariff.

These charges shall be base on the rates published in this Tariff and shall be paid by the party requesting the service.

**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 – Dead Time – No Work Provided

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

**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 ship 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 Fee Document, and of provision of facilities by the Authority. For the avoidance of doubt, unless there is a superseding written agreement with DPWN, 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

DPWN 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 DPWN 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 DPWN 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

DPWN 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 DPWN.

### 7.5 Mixed Cargo – Limitation of Liability

DPWN 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 DPWN is given sufficient time and opportunity to sort, count and inspect the Cargo, and DPWN has been paid by the User to sort, count and inspect the Cargo.

The record of sort, count or damage compiled by DPWN shall in the event of any claims being made against DPWN 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

DPWN 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 DPWN 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 DPWN; 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 DPWN; and
- c) legal proceedings to enforce a claim for such loss, destruction or damage are brought against DPWN within one year following the incident alleged to have caused the loss, destruction or damage.

### 7.7 Damage – Amount of Liability Limited

DPWN 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 DPWN at or before the time the Cargo is received on the Terminal, in which case the liability of DPWN 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 DPWN 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, DPWN 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 DPWN.

#### 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. DPWN 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

DPWN, 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 DPWN 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 DPWN 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 DPWN, 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 DPWN. The Vessel Owner agrees that in no event shall DPWN 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, DPWN, and any of their agents, servants or employees (and any other person, firm or corporation engaged by the Authority and DPWN 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 DPWN 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 DPWN 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 Fee Document, 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 DPWN may rely at law or in equity.

#### 7.13 Liability Ceiling Amount

The maximum aggregate liability, if any, of DPWN 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 DPWN is \$500,000 and in the case of loss or damage to Cargo, the maximum liability of DPWN 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 Fee Document, 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 DPWN.

#### 7.15 Weather Damage

The Authority and DPWN 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 DPWN 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 DPWN 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 DPWN 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 DPWN from any and all loss, damage and expense incurred by DPWN 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 DPWN or for which DPWN is responsible, physical damage to a Container Crane, damage to the Authority's property and all economic loss to DPWN 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 DPWN, its officers, employees, servants or agents or any other person whomsoever for whose conduct or actions DPWN 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 Fee Document, in which case the Authority Fee Document 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 DPWN;
- c) due and payable as soon as they are incurred, or upon completion of such service or use. DPWN 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 DPWN; or,
  - right is reserved by DPWN to require payment of all charges on perishable Cargo or of doubtful value and household goods; and
- d) payable to DPWN at the address shown on the invoice.

#### 8.2 Taxes

All amounts payable to DPWN 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 DPWN 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 DPWN 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 DPWN, deliver to DPWN 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 DPWN to any person is without prejudice to the position of DPWN, 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 DPWN, 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 one-half percent (1.5%) 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 DPWN 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 DPWN 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 DPWN and the actual scale weight or measurement of the Shipment as determined by DPWN 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 DPWN, 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 DPWN's option, DPWN 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 and manifest. DPWN 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 in Canadian funds at the Vessel exchange rate. If payment is received in U.S. funds, DPWN reserves the right to make payment to the Ocean Carrier in U.S. funds.

- c) Inbound manifest must be lodged with DPWN three working days prior to the Vessel's arrival to enable DPWN 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 Ocean Carrier will be for the account of the Ocean Carrier.
- e) DPWN 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 Ocean Carrier, or payment of ocean charges by the consignee or his agent. Such corrections and adjustments will be the responsibility of the Ocean Carrier 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 DPWN, 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 inherent nature of 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, DPWN 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 DPWN, 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, DPWN shall not be liable for any costs, expenses, damages or losses caused directly or indirectly by DPWN having prepared a stowage plan and/or stability calculations, including, but not limited to, negligence, error, act, omission or willful misconduct of DPWN.

### 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 DPWN have been accomplished. Cargo is delivered when the terms of the delivery order or other document approved by DPWN 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 DPWN. 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 DPWN for other custody.

In the event of any claim made against DPWN for damage to, loss or destruction of Cargo, DPWN will, notwithstanding the provisions of this Section 11 (Cargo), have the benefit of any provisions of this Tariff by which the liability of DPWN 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 DPWN may, by written notice to the Cargo Owner, require the removal of a Cargo Owner's Cargo (a) that, in DPWN'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.

DPWN 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. DPWN 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 DPWN, in respect of the removal, storing, relocating or disposing of Cargo under this Section 11.3.

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

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

DPWN 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, DPWN 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 DPWN's discretion.

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

Where documentation of the Cargo is not provided by the Vessel Owner to DPWN within three full working days, as a result of which DPWN 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.

### 11.6 Demurrage – Railcars or Vessels

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

### 11.7 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.

### 11.8 Lien and Power of Sale

As security for the payment of any amounts due under this Tariff, DPWN 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 DPWN. The lien shall extend to cover the cost of recovering sums due, including any legal or other fees as incurred, and DPWN 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. DPWN 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 DPWN in the enforcement by DPWN of such lien or power of sale.

#### 11.9 Representation and Indemnity of Cargo Owner

Shipping weights and measurements, including the VGM, shown on shipping documents are provided by or on behalf of the Cargo Owner, except to the extent of any VGM service provided in accordance with Section 4.30. 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 DPWN 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 DPWN and is not dangerous or otherwise likely to cause loss, damage or injury (including personal injury) to DPWN, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal and agrees to defend, indemnify and hold harmless DPWN should the Cargo be unsafe, dangerous or otherwise causes (directly or indirectly) loss, damage or injury (including personal injury) to DPWN, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal.

Unless express written notice is provided to DPWN 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 DPWN and agrees to defend, indemnify and hold harmless DPWN should the Container be OOG or otherwise causes (directly or indirectly) loss, damage or injury (including personal injury) to DPWN, the Terminal, or any Vessel or other property, including other Cargo, at the Terminal.

#### 11.10 Force Majeure

DPWN shall not be responsible or be held liable in damages if any obligation DPWN 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.

#### 11.11 Waiver

No failure or delay by DPWN in enforcing any right or exercising any remedy will be deemed a waiver by DPWN 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 DPWN 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 DPWN, 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.

#### a) Claim by DPWN

Any dispute or claim arising out of or in connection with this Tariff by DPWN 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 DPWN. In the event DPWN 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 DPWN, or the Authority, must be brought within one year from the date any such dispute or claim arose, failing which DPWN, 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.

**END OF DOCUMENT**