

TERMINAL SERVICES TARIFF

FOR

DP WORLD NANAIMO INC.

EFFECTIVE APRIL 1, 2022



DP WORLD

“ NOTICE ”

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

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COMPANY INFORMATION

Hours of Operations:	Regular Office Hours	0800 to 1630 Monday to Friday, excluding Public Holidays
	Terminal Operations	24 hours per day, 7 days a week
Telephone Numbers:	Main Office:	(250) 722-2290
Address:	750 Jackson Road Nanaimo, BC V9X 1J2 Canada	
Website:	www.dpworldcanada.com	

1. PREFACE AND BASIC TERMS

Short Title

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

Publication

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

Effective Date and Changes

This Tariff shall be subject to change without specific notice and such changes will be effective from April 1, 2022 (the "**Effective Date**"), or such other date specified in the notice.

Scope of Tariff

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

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

Notice to Public

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

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

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

Limitations and Exclusion of Liability

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

Charges

Charges for Services shall not exceed the rates published in this Tariff. All charges quoted herein are in Canadian dollars and based on performing the work during Straight Time operating periods.

1.1 DEFINITIONS

In this Tariff:

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

"Operator", as used in this Tariff, means DP World Nanaimo Inc and its directors, officers, employees, agents, representatives, authorized external advisors and other third parties acting on the Operator's behalf;

"Terminal", as used in this Tariff, means the Duke Point container Terminal at the Port of Nanaimo, B.C where the Operator performs the Services.; and,

"Port Authority", as used in this Tariff, means the Nanaimo Port Authority and their officers, employees, servants and agents.

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

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 Customer to distinguish a single Shipment of Cargo carried by a Vessel.

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

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 rates, charges terms and conditions of employment.

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

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

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

EIR – means equipment interchange receipts.

ERD – means the earliest receival date for Cargo at the Terminal, prior to which demurrage is payable.

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

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

Hazardous Cargo - means any Cargo, goods, substance or material that is listed, defined or otherwise designated as (a) "hazardous", "noxious" or "dangerous" under any applicable laws or international convention or standard including, without limitation, the International Maritime Dangerous Goods Code or the Hazardous and Noxious Substances Convention as defined in the *Marine Liability Act* (b) any chemical; (c) any hydrocarbons, petroleum, petroleum products or waste; (d) any metabolite or chemical breakdown product or derivative or component part of substances identified above; and (e) any other chemical, substance or waste, that is regulated by, or may form the basis of liability under, any applicable laws.

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

Inland Carrier – means railway company, rail carrier, truck carrier, cartage company, tug and barge company operating within the coastal and/or inland waters of British Columbia, a private carrier or any other transport vehicle that receives or delivers Cargo discharged from or loaded onto a Vessel, but does not include the Operator's Vessel.

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

MSCR means one thousand (1000) foot board measure of logs, as determined by "Scribner" scale

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

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

MFBM - means one thousand (1,000) foot board measure of lumber.

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

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

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

Overtime – means hours of work over the regular shift hours performed as defined in a Collective Agreement.

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

Stores - means a Vessel's supplies.

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

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

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

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

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

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

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

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

WTI - means the West Texas Intermediate crude oil price.

1.2 CONVERSION FACTORS

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

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

1.3 CONDITIONS

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

2. PORT AUTHORITY CHARGES

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

2.1 Berthage Fees

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

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

- (a) a Vessel that, in the opinion of the Port Authority, is not of a commercial type or design and belongs to her Majesty in right of Canada or to a foreign government;
- (b) a tug that is docking or undocking another Vessel;
- (c) a Vessel that is loading or unloading Cargo to or from any Vessel that is paying berthage to the Port Authority; and
- (d) a Vessel that is loading or unloading Cargo at Port Authority property (often for subsequent reshipment), with said Cargo being loaded to or received from a Vessel at Port Authority property paying berthage charges to the Port Authority.

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

Vessels tied up at an Port Authority Berth	Unit	Rate
- Per hour, or part thereof	HR/m	\$ 0.24
- Minimum charge for such Vessels	per day or part thereof	\$ 515.00

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

2.2 Wharfage Fees

Wharfage is a fee assessed by the Port Authority for Cargo handling at Port Authority property. The wharfage fee is based on the weight or measurement of the applicable 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 Port Authority infrastructure and Services to handle Cargo.

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

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

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

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

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

- (a) ship's Store and bunker fuel used solely for a Vessel that is loading or unloading Cargo or paying berthage in respect of Port Authority property, provided, that the Port Authority does not issue a receipt for the Stores and fuel;
- (b) repair materials, lining or ballast delivered to and for the sole use of a Vessel loading or unloading Cargo or paying berthage fees in respect of Port Authority property; or
- (c) empty Containers, unless carried for and charged by a Vessel, in which case the applicable Cargo wharfage rate will apply.

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

a. Wharfage charge for Non-Containerized Cargo

<u>Commodity</u>	<u>Unit</u>	<u>Rate Per unit</u>
Automobiles	Unit	\$25.75
Breakbulk – Logs	MFBM / Scribner	\$3.60
Breakbulk – Lumber	MFBM	\$1.82
Kaolin	Tonne	\$1.71
Soil/Salt	Tonne	\$3.09
Bulk – Dry	Tonne	\$0.88
Bulk – Liquid	Tonne	\$0.77
All other goods NOS (not otherwise specified)	Tonne	\$1.93

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

b. Wharfage charge for Containerized Cargo

<u>Commodity</u>	<u>Unit</u>	<u>Rate Per unit</u>
Direct Call Laden	TEU	\$41.20
Direct Call Empty	TEU	\$25.75
Barge Laden	TEU	\$32.15

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 \$0.082
- II. Unregistered Vessels, Gross tonnage as determined by the harbour master, per GRT \$0.082
- 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>
	\$	\$	\$	\$	\$	\$
- Tying Up	2,151.00	2,669.00	3,260.00	2,709.00	3,347.00	4,145.00
- Letting Go	1,436.00	1,781.00	2,175.00	1,808.00	2,233.00	2,765.00

A = Monday – Friday 0800 – 1630 Hrs.

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

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	\$42.00
 Fresh Water Charges	
Per Metric Ton	\$5.10
Hose connections, per connection, includes 30 metres of hose	\$170.00
Each additional 15 metre length of hose	\$35.00
 Security Charges	
All Vessels on berth will be assessed a security fee per hour of	\$40.00

3.2 BCMEA Cargo Assessments

All BCMEA Assessments are charges that must be paid by the Cargo Owner, Customer and/or User to the Operator 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

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

An OOG Surcharge is applicable per containerized Cargo (in addition to the throughput charge) for over dimensional containerized Cargo (using standard spreader or over height spreader) for containerized Cargo up to six (6) feet above the top of the Container, up to two (2) feet wide and under fifty three (53) in length. Laden flat rack Containers also incur an OOG surcharge except when loaded / discharged to / from vessel from street truck. containerized Cargo extending more than six (6) feet above the top of a Container may be regarded as non-containerized Cargo for invoicing purposes.

	Unit	Rate
Loaded and empty Container throughput that is placed on or off a truck	Per Container	\$490.28
OOG Surcharge	With Throughput	\$258.58

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 Port Authority.

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

	Unit	Rate
Yard Rehandle	Per Container	\$96.37

4.3 Gate Charge

The gate charge covers the receipt / delivery of containerized Cargo at the gate and the unloading / loading of the containerized Cargo from / to an Inland Carrier. It includes visual inspection of general external condition of the containerized Cargo, and the giving and taking of EIRs. Delivery of an empty will not include opening the containerized Cargo for inspection.

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

	Unit	Rate
<i>Truck</i>	Per Container	\$96.37

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.

	Unit	Rate
<i>After hours gate charge</i>	Per Container	\$508.15

4.5 Reprinting Out Gate Interchange

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

	Unit	Rate
<i>Reprinting out gate Interchange</i>	Per Reprint	\$45.16

4.6 Seal Number Update Fee

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

	Unit	Rate
<i>Seal Number Update</i>	Per Seal	\$45.17

4.7 On-Hire Fee

Fee for updating Container numbers in N4 system

	Unit	Rate
<i>Fee</i>	Per Container	\$45.17

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 system 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.

		Rate
<i>Verified Gross Mass (VGM) Service</i>	Per scale ticket	\$283.23

Fee for updating VGM weights in N4 or Express system	Per request	\$45.17
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4.9 Overweight Surcharge

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

	Unit	Rate
<i>Overweight surcharge</i>	Per Container	\$386.61

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.

	Unit	Rate
<i>Moving containerized Cargo from cell to cell onboard Vessel</i>	Per Container	\$193.95
<i>Moving containerized Cargo via quay from cell to dock and then to cell</i>	Per Container	\$387.89

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.

	Unit	Rate
<i>Equipment change of status charge</i>	Per Container	\$258.86

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.

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

	Unit	Rate
<i>Applying or removing placard or Seal</i>	Per Container	\$85.84

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.

	Unit	Rate
<i>Supplying placard</i>	For set of 4	\$13.22

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

	Unit	Rate
<i>Surveying Fee</i>	Per Survey	\$141.56

4.16 Empty Container Storage

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

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

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

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

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

	Unit	Rate
Empty Container fee	TEU per day	\$129.35

4.17 Demurrage

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

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

Saturdays, Sundays and holidays are counted in the computation of Free Time and days on demurrage.

After thirty (30) calendar days, the Customer, Cargo Owner or other User, as applicable, must have the written authorization of the Operator to keep the containerized Cargo on the Terminal and beginning on the thirty first (31st) day such containerized Cargo, at the Operator's sole option, shall be (a) returned to the Customer, Cargo Owner or other User, as applicable; (b) subject to all applicable Demurrage; (c) considered Abandoned Cargo and assessed a penalty in accordance with Section 4.21 (Abandoned Cargo and Containers); and/or (d) subject to a lien and the power of sale in accordance with clauses 7.7 to 7.11 of the Conditions.

a) Direct Load to or Discharge from Vessel:

The following applies to containerized Cargo loaded directly to a Vessel for export or discharged directly from a Vessel for import at the Terminal other than via the barge service operated by DP World Logistics Canada Inc.

The ERD applicable for an Export containerized Cargo is five (5) calendar days prior to a Vessel's cut-off.

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

The Free Time on Imports shall be calculated as follows:

Truck All Imports received for truck shall have five (5) days Free Time following Vessel release which is usually after the Vessel completion.

CBSA All Imports received subject to CBSA examination shall have five (5) days Free Time following return of the containerized Cargo from customs exam or any removal of customs hold, as applicable. The days include day of delivery or day the hold is removed.

The Free Time only applies to Containers that are loaded or discharged from a Vessel.

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

	Unit	Rate
First five (5) calendar days following Free Time (including day of receipt)	TEU per day	\$129.35
Everyday thereafter	TEU per day	\$284.28

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

	Unit	Rate
First five (5) calendar days following Free Time (including days of receipt)	TEU per day	\$45.17
Everyday thereafter	TEU per day	\$117.13

b) Direct Load to or Discharge from the Barge Service:

The following applies to containerized Cargo loaded to or discharged from the barge service operated by DP World Logistics Canada Inc. at the Terminal.

For export shipments Customer, Cargo Owner or other User, as applicable, is allowed twelve (12) days of Free Time calculated from the estimated time of arrival of the exporting Vessel at the Port of Vancouver (Centerm or DPWFS). Any containerized Cargo, or empty Container, received at the Terminal prior to the allowable twelve (12) days of Free Time will incur demurrage of \$45.17 per day for the first 5 days and \$117.13 for each day before, or portion thereof.

For import shipments, including empty containers, Customer, Cargo Owner or other User, as applicable, is allowed five (5) days of Free Time following completion of discharge from the barge at the Terminal. Any containerized Cargo or empty Container remaining at the Terminal beyond the allowable five (5) days of Free time will incur demurrage of \$45.17 per day for the first five (5) days and \$117.13 for each day thereafter, or portion thereof.

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

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

	Unit	Rate
Surcharge for handling Hazardous Cargo	Per Container	\$258.68

4.19 Forty Five Feet (45') Containers Surcharge

	Unit	Rate
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Surcharge to cover the extra space required to handle on the barge and Terminal	Per Container	\$168.67
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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.

	Unit	Rate
<i>Local Rush</i>	Per Container	\$168.67

4.21 Abandoned Cargo and Containers

Notwithstanding the Operator's other rights and obligations under this Tariff, the Operator, at its sole discretion, may assess a charge against any User that leaves Abandoned Cargo at the Terminal. Any charge so assessed is without prejudice and in addition to the Operator's other rights or remedies under this Tariff or the Conditions, including, without limitation, the rights set out in clause 7.7, 7.8 and 7.9 of the Conditions and Section 9.3(Compulsory Removal of Cargo) of this Tariff.

		Rate
<i>Abandoned Cargo</i>	Per Container or unit of Cargo, as applicable	\$6,455.94

4.22 Digital Photographs

	Unit	Rate
<i>Digital Photographs</i>	Per Container	\$42.74

4.23 Minor Damage

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

	Unit	Rate
<i>Minor damage</i>	Per Incidence	\$194.00

4.24 Empty Container Seal Removal/Update Fee

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

	Unit	Rate
<i>Empty Container Seal Removal/Update Fee</i>	Per Container	\$230.04

4.25 Fuel Surcharge

The Operator will assess a fuel surcharge against containerized Cargo, provided that the fuel surcharge will only apply once the crude oil price as per the WTI crude oil 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.

	Unit	Rate
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

		Unit	Rate
Plugging in refrigerated Container	Each time performed	Per Container	\$ 42.39
Unplugging refrigerated Container	Each time performed	Per Container	\$ 42.39
Daily Temperature gauge monitoring		Per Container	\$ 27.35

Daily electric power for refrigerated Container		Per Container	\$ 27.35
Receive and attach clip on/Genset unit	Each time performed	Per Container	\$ 105.01
Receive and attach LPG tank	Each time performed	Per Container	\$ 165.68

Except as otherwise agreed to in writing by the Operator, the expiration of Free Time on dock for refrigerated containers is five (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 at the Terminal 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.

Overnight Trailer Drop Service	Unit	Rate
Fee to drop trailer at the Terminal for overnight unloading	Per Container	\$25.75
Fee to load empty Container onto empty chassis	Per Container	\$25.75

4.28 COVID-19 Cost Recovery Fee (Effective January 1, 2021 on a temporary basis)

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

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

	Unit	Rate
<i>Containers</i>	Per TEU	\$3.95
Steel Commodities	Per MT	\$0.73
Lumber Commodities	Per MT	\$1.25
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 are required 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.

	Unit	Rate
<i>Reservation Compliance Charge</i>	Per Reservation	\$10.30

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	\$41.20
From truck or carrier to storage, then to shipside or carrier (to/from van)	MFBM	\$45.32
Surcharge for non-stickered packages	MFBM	\$ 2.68
Direct transfer from barge to vessel	MFBM	\$ 7.94
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	\$35.08
From truck or carrier to storage, then to shipside or carrier (to/from van)	MT	\$41.15
Direct transfer from barge to vessel	MT	\$ 8.71
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	\$53.05
Steel Plate in Envelope		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$54.18
Hot Rolled Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$40.07
Wire Rod Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$45.99
Galvanized Steel Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$43.68
Eye-up Galvanized Steel Coil		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$49.65
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	\$55.21
Line Pipe – Bundled		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$50.99
Line Pipe – Loose		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$59.28
Pipe Less than .125 inches wall thickness		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$91.67
Steel Tubing - Loose		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$66.49
Steel Tubing – Bundled		
From truck or carrier to storage, then to shipside or carrier (to/from flatbed)	MT	\$52.22
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	\$73.25
All N.O.S. Cargo with a cubic content equal to or greater than 1 m3 per MT	By Arrangement	
Minimum \$510.00 per piece of N.O.S. Cargo	Unit	\$510.00

5.2 Non-Containerized Cargo Demurrage

For non-containerized Cargo, the Demurrage charge is calculated as the greater of the weight in W.T. times the daily rate or the measure in M.T. times the daily rate. The minimum charge for non-containerized Cargo Demurrage is \$100.00. Free-time for non-containerized Cargo is five (5) working days prior to the scheduled loading for Export shipments and five (5) working days after completion of discharge in the case of Import shipments.

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

	Unit	Rate
<i>Cargo</i>	Higher of W.T. or M.T.	\$18.92

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 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 non-containerized Cargo with a tarp or other weatherproof covering. The rates for covering are determined at the time the Services are 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 Customer or 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	143.58	165.12	29.98	32.22	64.00	68.85	113.01
Foreman	140.82	161.94	28.69	30.92	61.42	66.26	110.42
Longshoreman #1	92.52	106.40	21.31	22.94	45.60	49.20	82.00
Longshoreman #2	89.95	103.44	21.31	22.94	45.60	49.20	82.00
Longshoreman #3	89.37	102.78	21.31	22.94	45.60	49.20	82.00
Longshoreman #4	89.10	102.47	21.31	22.94	45.60	49.20	82.00
Longshoreman - Basic	88.26	101.50	21.31	22.94	45.60	49.20	82.00

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).

6.1.1 Travel Time and Fares

Hourly time allowances for time spent in travelling to and from a job shall be invoiced at one-half (50%) the straight time rates of pay, as follows: (Return Trip Expressed in Hours)

LONGSHORE

50% Rate: \$47.27 Per Hour

To: Duke Point, Nanaimo

From: Chemainus – 1.50 hours + \$12.42

From: Port Alberni – 6.00 hours + \$24.08

From: Victoria – 6.00 hours + \$32.44

FOREMEN

50% Rate: \$70.41 Per Hour

To: Duke Point, Nanaimo

From: Chemainus – 3.00 hours + \$22.12

From: Cowichan – 4.00 hours + \$33.64

From: Crofton – 3.00 hours + \$27.88

From: Ladysmith – 3.00 hours + \$16.36

From: Port Alberni – 6.00 hours + \$51.88

From: Victoria – 7.00 hours + \$70.12

Note: the travel times, rates and fares above are those currently set out and are subject to the provisions of the specific Collective Agreements in place for Longshore and Foreman. The travel times, rates and fares are subject to change, and the amounts current at the time of any Service will be applied and invoiced.

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	56.51	113.01	101.48	104.85	152.49	159.78	177.45	226.04	
Foreman	55.21	110.42	98.26	101.60	147.35	154.62	172.29	220.88	
Longshoreman	41.00	82.00	72.94	75.43	109.39	114.80	127.90	163.98	45.60

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 = Statutory 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.

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

6.3 Equipment Hire

	Unit	Rate
Container Crane (Use of one Container Crane)	Hour (Minimum charge is eight (8) hours)	\$1,745.00

The period of hiring a Container Crane excludes the preparation and positioning time at the beginning of the period of hire, and the shutdown time at the end of the period of hire.

Where a Container Crane is used for any period of time for which the operators are entitled to Overtime pay, the difference between the Straight Time costs and the Overtime costs for that period shall be charged to the User.

Where a User requests the use of a Container Crane and, after the Container Crane has been made available, fails to make use of the Container Crane, the User shall be liable for all labour costs incurred.

	Unit	Rate
Lift Trucks (Under 3,629 kg)	Hour	\$205.00
Lift Trucks (between 3,629 kg to 7,258 kg)	Hour	\$225.00
Lift Trucks (between 7,258 kg to 13, 688 kg)	Hour	\$280.00
Lift Trucks (Over 13,688 kg)	Hour	\$430.00

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

6.4 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 Terminal 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 the Operator furnished labour that is necessary for a specific service and the service is completed before the expiration of the minimum time defined in a Collective Agreement, the Customer or other User requesting the Services 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 Customer or other User requesting the Services shall pay to the Operator any amount equal to the difference between Straight Time costs and Overtime costs for all labour and supervision according to man-hour rates. The Operator reserves the right to allocate gangs and decide whether or not Overtime should be worked.

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

6.7 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 Customer or other User 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 Operator subject to payment of incremental costs based on shift extension rates plus meal allowance.

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

7. **CHARGES GENERALLY**

7.1 Charges Generally

Charges under this Tariff generally are:

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

7.2 Taxes

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

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

7.3 Payment of Charges

All charges herein, when not paid or absorbed by the Customer, are for the account of the User. On Import and Export traffic moving in connection with Customers, provisions for complete or partial payment or absorption of terminal charges are contained in

Customer's tariff. Cargo Owners are urged to consult with the Customer's tariff for accurate determination of applicable terminal charges if any, for the account of Cargo.

7.4 Calculation of Charges

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

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

7.5 Minimum Billing Charge

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

7.6 Reduction of Charges

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

7.7 Materials Supplied

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

7.8 Verification of Weights and Measurements

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

7.9 Rates Subject to Change

The rates set out in this Tariff, revisions or supplements thereto, are based upon ordinary traffic and labour conditions. If and when these conditions change because of demands of labour for increased wages, strikes, congestions or other causes not reasonably within the control of the Operator, resulting in an increased cost of the Services, 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.

7y.10 Charter Party Agreements, Sales Contract, etc.

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

8. COLLECTION OF OCEAN CHARGES

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

- a) Any charges to be collected for the Vessel's account must appear on the original and copies of Bills of Lading or Waybills and manifest. The Operator is not obligated to calculate any charges on behalf of the Vessel. Expense bills will read "ocean charges collect \$ ____" expressed in Canadian currency. The currency conversion to Canadian funds will be calculated at the currency exchange rate as established by the Vessel.
- b) The collect ocean charges may be paid by the consignee or his agent in either U.S. funds as per the Bill of Lading or Waybill or in Canadian funds at the Vessel exchange rate. If payment is received in U.S. funds, the Operator reserves the right to make payment to the Customer in U.S. funds.
- c) Inbound manifest must be lodged with the Operator three working days prior to the Vessel's arrival to enable the Operator to prepare expense bills in time for discharge.
- d) Additional costs incurred in preparing expense bills for manifests received after the period of three days, or for re-billing of Inward Shipments on instruction from the Customer will be for the account of the Customer.
- e) The Operator will not accept any corrections or adjustments to collect ocean charges after the surrender of the original Bill of Lading, release of Cargo by the Customer, or payment of ocean charges by the consignee or his agent. Such corrections and adjustments will be the responsibility of the Customer to collect directly from the consignee or his agent.

9. CARGO

9.1 Cargo Received or Delivered

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

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

9.2 Redelivery and Transshipment Cargo

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

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

9.3 Compulsory Removal of Cargo

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

The Operator may, at the risk and expense of the Cargo Owner or the said Customer, remove, store, relocate or dispose of any Cargo that is left on Terminal for more than seven (7) days after the expiration of any Free Time, or at any time after the Cargo becomes Abandoned Cargo. The Operator shall not be responsible for any loss or damage of whatsoever nature and howsoever caused, even if caused by an act, omission or the negligence of the Operator, in respect of the removal, storing, relocating or disposing of Cargo under this Section 9.3.

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

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

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

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

9.4 Goods Requiring Refrigeration

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

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

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

9.5 Documentation

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

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

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

9.6 Demurrage – Vessels

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

9.9 Representation and Additional Indemnity of Cargo Owner

Shipping weights and measurements, including the VGM, shown on shipping documents are provided by or on behalf of the Cargo Owner, except to the extent of any VGM service provided in accordance with Section 4.8.

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

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